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December 23, 2014

VIA OVERNIGHT DELIVERY
Jonathan Gorin
Remedial Project Manager
U.S. Environmental Protection Agency
290 Broadway, 19th Floor
New York, NY 10007-1866

SETTLEMENT OFFER -- INADMISSIBLE PER FRE 408

Re: Notice of Potential Liability and Consent Decree Negotiations
LCP Chemicals, Inc. Superfund Site, Linden, New Jersey

Dear Mr. Gorin:

We write on behalf of ISP Environmental Services, Inc. ("IES") to provide a good-faith offer in response to the above-referenced notice from Nicoletta M. DiForte dated September 25, 2014 ("Notice Letter"). For the reasons set forth below, IES contends that it bears no liability in connection with the above-referenced site ("LCP Site") because it never owned or conducted operations at, never arranged for disposal of hazardous substances at, and never transported any hazardous substances to the LCP Site. See 42 U.S.C. §§ 9607(a)(1)-(4). Nevertheless, in compromise and to avoid litigation, IES hereby makes its good-faith settlement offer of $1,000,000 toward response costs in connection with the LCP Site.

We have reviewed the nexus package for the United States submitted to EPA by counsel for Praxair, Inc., and concur with Praxair's conclusion that the United States bears significant liability at the LCP Site. The United States is not, however, the only potentially responsible party at the LCP Site. There are several other potentially responsible parties that owned and/or operated at the LCP Site and that caused and/or contributed to the contamination at the LCP Site. To further assist EPA in its recovery of response costs, IES is also preparing nexus packages for additional potentially responsible parties, including but not limited to GAF Corporation, LCP Chemicals, DuPont, Kuehne Chemicals and Cherokee LCP Land, LLC, which we expect to submit next week.

We propose a meeting with appropriate EPA representatives on January 20, 2015 to discuss IES's good-faith settlement offer and the various nexus packages submitted by IES and Praxair. Please advise as to whether that date is convenient for EPA. If it is not, kindly provide alternative dates so that we may proceed with scheduling the meeting on a mutually agreeable date.

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1. IES Is Not a Covered Person Under CERCLA Section 107

Neither the Notice Letter nor any prior communication from EPA has set forth the basis for IES's alleged liability at the LCP Site under Section 106 or 107. While IES volunteered to conduct the Remedial Investigation and Feasibility Study ("RI/FS") for the LCP Site pursuant to an Administrative Order on Consent dated May 13, 1999 ("1999 AOC") (see Attachment 1), the 1999 AOC recites no factual findings or legal conclusions that would subject IES to liability under Section 106 or 107, see 1999 AOC ¶ 8 (noting ownership and operations of GAF Corporation and LCP Chemicals, Inc.), and IES was never issued either a Section 104(e) information request or a general notice letter for the RI/FS.

The 1999 AOC accurately reflects the absence of any statutory basis for liability on the part of IES. IES has never owned the LCP Site, and never conducted any operations there. See 42 U.S.C. §§ 9601(1), (2). It never arranged for disposal there, and never transported any hazardous substances to the LCP Site. See 42 U.S.C. §§ 9601(3), (4). While GAF Corporation (then known as General Aniline & Film Corporation) ("GAF") did own and conduct operations at the LCP Site, see 1999 AOC ¶ 8, IES is not a successor to GAF. Instead, IES is a subsidiary of International Specialty Products Inc. ("ISP"), which, in turn, is a subsidiary of Ashland Inc. ("Ashland"). Neither IES, nor ISP, nor Ashland has any affiliation with GAF or any of its successors. Nevertheless, IES voluntarily spent over $3,500,000 on the RI/FS and related studies pursuant to the 1999 AOC.

2. IES's Only Connection to the LCP Site Is an Alleged Assumption of GAF Liabilities, Which IES Disputes

The 1991 AOC describes IES as having "assumed the liabilities of GAF Corporation." 1991 AOC ¶ 13. Such an assumption, of course, would not make IES liable to EPA under Section 107. Nevertheless, as part of its effort to resolve its liability, IES will treat this alleged assumption as relevant to its good-faith settlement offer.

Since Ashland acquired ISP in 2011, it has sought information from ISP's former owners regarding the basis for, and scope of, this alleged assumption of liability. Our current understanding is that the assumption did not cover liabilities at the LCP Site for two reasons: (1) it was limited to liabilities associated with the manufacture of specialty chemicals -- such as that which occurred on the neighboring site currently owned by Linden Property Holdings LLC -- and did not, therefore, include liabilities associated with the chlor-alkali plant at the LCP Site; and (2) at the time of the alleged assumption, GAF no longer owned or operated at the LCP Site, having transferred it to Linden Chlorine Products, Inc. ("LCP") nearly twenty years earlier.

Even assuming that there was assumption of liabilities, and even further assuming that it covered any liabilities at the LCP Site, the assumption was limited to GAF's liability as an operator at the time of disposal. See 42 U.S.C. § 9607(2). IES never assumed GAF's liability as an owner at the time of disposal. See id. GAF owned the LCP Site from the 1940s (and possibly earlier) until 1972.

3. Almost All of GAF's Liability to the United States for the LCP Site Was Discharged in 2009

G-I Holdings Inc., GAF's successor, filed for bankruptcy protection in 2001. During the pendency of that proceeding, G-I and the United States entered into a Consent Decree and Settlement Agreement that covered, among other matters, several "Linden Sites," including the LCP Site. See Consent Decree and Settlement Agreement at 6 (Attachment 2).

Paragraph 126 of the Consent Decree and Settlement Agreement provided:

> With respect to the Linden Sites, all liabilities and obligations of G-I and ACI to the United States under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, and Section 7003 of RCRA, 42 U.S.C. §§ 6973, arising from Prepetition acts, omissions, or conduct of G-I and ACI, including without limitation the Prepetition generation, transportation, disposal or release of hazardous wastes or materials or the Prepetition ownership or operation of hazardous waste facilities, shall be discharged under Section 1141 of the Bankruptcy Code by the confirmation of a Plan of Reorganization, and the United States shall receive no distribution in the Bankruptcy Cases with respect to such liabilities and obligations . . .

Consent Decree and Settlement Agreement ¶ 126. There was a narrow exception to this discharge of liabilities. At any time after October 15, 2018, id. ¶ 132, the United States may seek a determination of G-I's liability, and may seek to obtain and liquidate a judgment of liability or enter into a settlement. Id. ¶ 127. However, once the amount of the liability is determined in a judgment or agreed to in a settlement, the United States may recover only 8.6 percent of that amount. Id. ¶ 129.

The Consent Decree and Settlement Agreement was entered on July 22, 2009 (see Attachment 3), and the Plan of Reorganization was confirmed on November 12, 2009(see Attachment 4).

At a maximum, then, assuming the validity and applicability of IES's assumption of liability, IES's ultimate liability, which is limited to whatever portion of GAF's liability that it assumed, would be capped at 8.6 percent of GAF's liability as a former operator under Section 107(a)(2).

4. IES's Total Potential Liability at the LCP Site Is Negligible

EPA has estimated the cost of its selected remedy for the LCP Site to be $36.3 million. Record of Decision (February 2014) at 27, 34. IES's maximum share would be a very small fraction of that amount, for a number of reasons. First, as noted above, IES's potential liability (if any) is associated only with GAF's operator liability, and not with its separate owner liability. The largest shares of operator liability are attributable to the United States, which built the chlor-alkali plant and operated it for ten years (1955-1965), and LCP, which operated for thirteen years (1972-1985). By comparison, GAF operated at the LCP Site for seven years (1965-1972). Other parties that had distinct operations also bear a share of operator liability.

Even if IES's alleged assumption of liabilities from GAF covered GAF's owner liability as well, other parties (the United States, LCP and its successors, and current owner Cherokee LCP Land, LLC) also bear owner liability. As noted by Praxair, the United States also bears an extra share of liability as an arranger.

In sum, GAF bears a small share of the total liability at the LCP Site. Other operators, owners, and arrangers -- especially the United States -- bear the lion's share of liability. Even that small share, however, must be substantially reduced as a result of the 2009 Consent Decree and Settlement Agreement. Pursuant to that agreement, GAF's maximum liability to the United States can be no more than 8.6 percent of its calculated liability.

Conclusion

As set forth above, IES believes that it has no liability to EPA in connection with the LCP Site. It is not a covered person under Section 107(a), and is not the successor to any covered person. Under the "polluter pays" principle at the heart of CERCLA's liability regime, EPA should pursue the United States and other potentially responsible parties, and not IES, which has no connection to the LCP Site and, moreover, has already incurred significant costs in connection with the RI/FS.

IES's only link to the LCP Site stems from an alleged assumption of liability from GAF that does not even cover the LCP Site. Even if it did cover the LCP Site, it would cover only a portion of GAF's liability. Finally, EPA could recover from GAF only 8.6 percent of its total liability.

Despite these facts, and in the interest of compromise, IES is willing to pay $1,000,000 to resolve its liability, if any, for response costs at the LCP Site. This amount is in addition to the costs, in excess of $3,500,000, that IES has already voluntarily incurred at the LCP Site.

In light of the factors spelled out above, this $1,000,000 offer far exceeds IES's maximum potential liability. This offer is made pursuant to Rule 408 of the Federal Rules of Evidence, and may not be used in any judicial or administrative proceeding. IES reserves all of its rights to contest its liability and its share, if any, of any response costs and to seek contribution from other potential responsible parties that caused and/or contributed to the contamination at the LCP Site.

While IES is not in complete agreement with Praxair's position regarding its limited liability at the LCP Site, IES looks forward to continuing to work with Praxair to address the cleanup of the LCP Site, and looks forward to meeting with EPA to discuss IES's offer in greater detail.

Sincerely,

William S. Hatfield
Director

Enclosures

cc: Frank X. Cardiello, EPA Office of Regional Counsel
Nicoletta M. DiForte, Deputy Director, EPA
Steve Mayberry, NJDEP
Dennis Toft, Esq.
Robert Brager, Esq.

ATTACHMENT 2

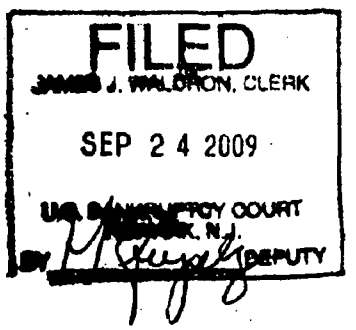
IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re:

G-I Holdings Inc., et al,

Debtors.

Chapter 11
Case Nos. 01-30135 (RG) and 01-38790 (RG)
(Jointly Administered)



UNITED STATES OF AMERICA
Plaintiff,

and

THE STATE OF VERMONT,
Plaintiff-Intervenor,

v.

G-I HOLDINGS INC., et al.,
Defendants.

Adversary Proceeding No. 08-2531 (RG)

CONSENT DECREE AND SETTLEMENT AGREEMENT

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WHEREAS on January 5, 2001, G-I Holdings Inc. ("G-I") commenced a voluntary case under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court"). G-I is a corporation organized and existing under the laws of the State of Delaware, with a principal place of business located at 1361 Alps Road, Wayne, New Jersey 07470. On August 3, 2001, G-I's subsidiary, ACI Inc. ("ACI") commenced a voluntary case under chapter 11 of the Bankruptcy Code. Thereafter, an order directing the joint administration of G-I's and ACI's chapter 11 cases was entered on October 10, 2001. The cases are administered under the caption In re: G-I Holdings Inc., et al. (f/k/a/ GAF Corporation), Case Nos. 01-30135 and 01-38790 (RG) (Jointly Administered) (the "Bankruptcy Cases"). G-I and ACI continue to be authorized to operate their businesses and to manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

WHEREAS, Plaintiff, the United States of America ("United States"), by the authority of the Attorney General of the United States, and acting at the request of the Administrator of the United States Environmental Protection Agency ("EPA"), filed an Adversary Complaint (the "Complaint") on November 5, 2008, against G-I for declaratory and injunctive relief pursuant to the Declaratory Judgment Act, 28 U.S.C. § 2201(a); Section 303 of the Clean Air Act ("CAA § 303"), 42 U.S.C. § 7603; and Section 7003 of the Solid Waste Disposal Act, commonly known as the Resource Conservation and Recovery Act ("RCRA § 7003"), 42 U.S.C. § 6973, in connection with the Vermont Asbestos Group Mine Site ("VAG Site") in Lowell and Eden, Vermont;

WHEREAS, the Complaint requested that the Court direct G-I to take immediate action at the VAG Site to abate conditions that the United States alleges present, or may present, an imminent and substantial endangerment to public health, welfare, and the environment within the

meaning of CAA § 303 and RCRA § 7003 and implementing federal and state regulations;

WHEREAS, the State of Vermont ("Vermont") has worked cooperatively with the United States in seeking injunctive relief at the VAG Site, has alleged causes of action and claims that share a common question of law or fact with the United States' causes of action and claims, and desires to resolve its claims against G-I through participation as a party in this Consent Decree and Settlement Agreement (the "Consent Decree");

WHEREAS, the Ruberoid Company ("Ruberoid") merged into General Aniline & Film Corporation in 1967, and in 1971, General Aniline changed its name to GAF Corporation ("GAF"). GAF Corporation liquidated in 1989 and transferred its building material and roofing assets and liabilities to Edgecliff Inc. G-I is the successor in interest to Edgecliff Inc.;

WHEREAS, in its Complaint, the United States alleges that from 1936 to 1975, G-I's predecessors mined and milled asbestos at the VAG Site by mechanically separating asbestos fibers that are embedded in ore-bearing rock and that a significant portion of the Site acreage is contaminated by asbestos-containing waste material and mill tailings containing nickel and chromium that accumulated during G-I's predecessors' operation and under their direction, and further alleges that prior to the sale of the property, G-I's predecessors failed to take significant action to mitigate or minimize the ongoing environmental and public health consequences of its milling and disposal practices;

WHEREAS, the United States alleges that G-I is liable pursuant to CAA § 303 and RCRA § 7003 as a prior owner and operator of a pollution source; as a person causing or contributing to the alleged pollution; and/or as a person responsible for the past handling, storage, and disposal of solid waste and has requested that this Court enjoin G-I to take immediate action to abate the alleged endangerment to public health, welfare, and the

environment posed by the VAG Site;

WHEREAS, the United States, on behalf of EPA, the United States Department of the Interior ("DOI"), and the National Oceanic and Atmospheric Administration ("NOAA") contends that G-I is liable under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., for response costs incurred and to be incurred by the United States in the course of responding to releases and threats of releases of hazardous substances into the environment and for natural resource damages and costs of assessment incurred and to be incurred by the United States at (i) the VAG Site; (ii) the GAF Chemicals Site, the LCP Chemicals Inc. Superfund Site, and the Diamond Alkali Superfund Site (collectively, the "Linden Sites"); and (iii) nine other Sites where G-I is alleged to be a generator (collectively, the "Generator Sites");

WHEREAS, on October 14, 2008, the United States filed in the Bankruptcy Cases its Proof of Claim and Protective Proof of Claim of the United States of America, on behalf of the United States Environmental Protection Agency, the National Oceanic and Atmospheric Administration, and the United States Department of the Interior, Fish and Wildlife Service (Claim No. 1509) (the "US Proof of Claim"), which Proof of Claim asserted a claim for the costs and damages described in the prior paragraph (the "US Monetary Claim");

WHEREAS, the US Proof of Claim states the United States' position that G-I is required by law to perform the injunctive relief sought in the Complaint;

WHEREAS, Vermont contends that G-I is liable (i) under CERCLA for response costs incurred and to be incurred by Vermont in the course of responding to releases and threats of releases of hazardous substances into the environment at and from the VAG Site and for natural resource damages incurred and to be incurred by Vermont at the VAG Site, (ii) under 10 V.S.A.

§§ 1259, 1274, 6601a, 6615, and 6616 for the costs of investigation, removal, and remedial action incurred and to be incurred in the course of responding to releases and threats of releases of hazardous materials into the environment and to the unauthorized discharge of waste into waters of the State at and from the VAG Site, and (iii) for public property destroyed, damaged, or injured by the release of hazardous materials and the unauthorized discharge of waste into waters of the State at and from the VAG Site;

WHEREAS, Vermont filed in the Bankruptcy Cases proofs of claim (Claim Nos. 1157, 1158, and 1159) (the "Vermont Proofs of Claim") for the costs and damages described in the prior paragraph (the "Vermont Claim");

WHEREAS, G-I disputes the amounts and the bases of the liabilities alleged in the United States' and Vermont's Proofs of Claim, and, but for this Consent Decree, would object to the Proofs of Claim, in whole or in part;

WHEREAS, G-I and ACI deny any liability to the United States, EPA, DOI, NOAA, the State of Vermont or any other federal or state agency arising out of the transactions or occurrences alleged in the US Proof of Claim, the Vermont Proof of Claim, the Complaint, or any other submission, filing, or document prepared by the United States or the State of Vermont in connection with this proceeding and denies that conditions at or emanating from the VAG Site present or may present an imminent and substantial endangerment to public health, welfare, or the environment;

WHEREAS, upon being informed of the United States' allegations, G-I has worked cooperatively with the United States and Vermont to reach the settlement set forth in this Consent Decree and to determine and implement abatement measures at the VAG Site in an expedited manner and without resort to litigation;

WHEREAS, the United States, Vermont, and G-I ("the Parties") recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and at arm's length, and is fair, reasonable, consistent with the goals of the CAA, RCRA, CERCLA, FWPCA, and their implementing regulations;

WHEREAS this Consent Decree is in the public interest and is an appropriate means of resolving these matters; and

WHEREAS the Parties hereto desire to settle, compromise, and resolve certain of their disputes which may have otherwise been the subject of an estimation hearing, without the necessity of an estimation hearing;

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section I (Jurisdiction and Venue), and with the consent of the Parties,

IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

I. JURISDICTION AND VENUE

1. The Bankruptcy Court has jurisdiction over the subject matter of this action pursuant to Section 303 of the Clean Air Act, 42 U.S.C. § 7603; Section 7003 of RCRA, 42 U.S.C. § 6973; Sections 107(a), 107(f) and 113(b) of CERCLA, 42 U.S.C. §§ 9607(a), 9607(f) and 9613(b); Section 311 and 504 of the Federal Water Pollution Control Act ("FWPCA"), 33 U.S.C. §§ 1321 and 1364; and 28 U.S.C. §§ 1331, 1334, 1345, 1355, and 1367, and over the Parties. By appearing and asserting claims in this proceeding, Vermont has submitted to the jurisdiction of this Court for all purposes related to this Consent Decree, including any proceedings to enforce this Consent Decree or to resolve any disputes arising under this Consent Decree, and has agreed to a limited waiver of its sovereign immunity and Eleventh Amendment immunity only to the extent of any proceedings to enforce this Consent Decree or to resolve any disputes arising under this Consent Decree.

2. Venue is proper in the District of New Jersey pursuant to Section 303 of the CAA, 42 U.S.C. § 7603; Section 113(b) of CERCLA, 42 U.S.C. § 9613(b); and 28 U.S.C. §§ 1391(b), 1391(c), 1395(a), and 1409(a), because G-I conducts business in this district and has sought bankruptcy protection here.

II. APPLICABILITY

3. The obligations of this Consent Decree apply to and are binding upon the United States, the State of Vermont, and G-I, as defined herein, and to any of G-I's or ACI's future successors and assigns.

4. In any action to enforce this Consent Decree, G-I shall not raise as a defense the failure by any of its officers, directors, employees, agents, contractors, or corporate affiliates or

subsidiaries to take any actions necessary to comply with the provisions of this Consent Decree that are applicable to such person unless or except as provided in Section XII (Force Majeure).

III. DEFINITIONS

5. Terms Defined by Statute and/or Regulation. Terms used in this Consent Decree that are defined in the CAA, CERCLA, RCRA, FWPCA, the U.S. Bankruptcy Code, 11 U.S.C. § 101, et seq., and Vermont state statutes, or in federal and state regulations promulgated pursuant to those statutes, shall have the meanings assigned to them there, unless otherwise provided in this Consent Decree. In the event that a term is defined in both federal and Vermont statutes or regulations, the term shall have the meaning provided by federal law.

6. Other Defined Terms. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

a. "Allowed General Unsecured Claim" shall mean a non-priority, general unsecured claim against G-I's estate in the Bankruptcy Cases that is not subject to objection and is allowed in accordance with the provisions of the Bankruptcy Code.

b. "ANR" shall mean the Vermont Agency of Natural Resources.

c. "Asbestos Product" shall mean milled and friable asbestos.

d. "Day" shall mean a calendar day unless expressly stated to be a business day. In computing any period of time under this Consent Decree, when the last day would fall on a Saturday, Sunday, federal holiday, or Vermont holiday the period shall run until the close of business of the next business day.

e. "Dollars" or "$" shall mean United States dollars and, when used in connection with payment obligations means, unless otherwise specified, payment of the full amount specified without discounting.

f. "Generator Sites" shall mean the nine sites at which G-I has been identified as a potentially responsible party listed in Paragraph 62 of this Consent Decree.

g. "G-I" shall mean G-I Holdings Inc.

h. "G Holdings Entities" shall mean the entities listed on Attachment 4 to this Consent Decree.

i. "Interest" shall mean the statutory rate of interest set forth at 26 U.S.C. § 9507, compounded annually on October 1 of each year.

j. "ISP Entities" shall mean the entities listed on Attachment 5 to this Consent Decree.

k. "Linden Sites" shall mean the GAF Chemicals Site, the LCP Chemicals Inc. Superfund Site, and the Diamond Alkali Superfund Site.

l. "Lodging Date" shall mean the later of (i) the date that this Consent Decree and Settlement Agreement is initially filed by the United States with the Bankruptcy Court prior to the commencement of the public comment period required by Section XXV hereof, or (ii) the date that the Bankruptcy Court approves G-I's entry into this Consent Decree and authorizes G-I to undertake those obligations set forth therein which are tied to the Lodging Date.

m. "Monetary Claims" shall mean all claims by the United States or Vermont against G-I for past or future response costs or natural resource damages (including assessment costs) incurred at or in connection with (i) the VAG Site, (ii) the Linden Sites, and/or (iii) the Generator Sites, but shall not include payments by G-I to the Trust as required by Paragraph 10.

n. "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Contingency Plan codified at 40 C.F.R. pt. 300.

o. "On-Site Log" shall mean a written daily log maintained by the VAG security guard that contains notations of daily and periodic activity, inspection results, and personal observations of the condition of the VAG Site.

p. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral.

q. "Part" shall mean a portion of the Consent Decree identified by a capital letter.

r. "Plan Effective Date" shall mean the effective date of any plan of reorganization for G-I and ACI that is confirmed by the Bankruptcy Court.

s. "Preliminary Period" shall mean the period commencing 15 days after the Lodging Date and ending on the last day of the calendar month in which the Plan Effective Date occurs.

t. "Preliminary Period Contribution" shall mean funding provided to the Trust by G-I during the Preliminary Period. The Preliminary Period Contribution shall not exceed $350,000, including the $50,000 Initial Contribution required by Paragraph 10.a.

u. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

v. "Settlement Year" for numbers greater than one shall mean the twelve-month period commencing on the first day following the conclusion of the prior Settlement Year.

w. "Settlement Year One" shall mean the one-year period commencing on the first day following the end of the Preliminary Period.

x. "Statement of Work" or "SOW" shall mean the Statement of Work attached as Attachment 1 to this Consent Decree and incorporated herein.

y. "Trust Administrative Costs" shall mean the costs of administering the Injunctive Trust and not any of the costs incurred in connection with the Work required under this Consent Decree and the SOW. Trust Administrative Costs shall include (i) the Trustee's compensation and out-of-pocket expenses, other than compensation and out-of-pocket expenses related to the Trustee's meetings with the United States or Vermont, (ii) the necessary costs of accountants or lawyers retained to advise the Trustee, (iii) the costs of any insurance procured by the Trustee, and (iv) the costs incurred in connection with the dispute resolution provisions applicable to the VAG Site under Section XIII of this Consent Decree.

z. "Trust Agreement" shall mean the "Custodial Trust Agreement for the Vermont Asbestos Group Site" attached as Attachment 3 to this Consent Decree and incorporated herein.

aa. "Trustee" shall mean the individual(s) designated by G-I, with the approval of EPA in consultation with Vermont, to administer the Injunctive Trust.

bb. "United States" shall mean, individually and collectively, the United States Environmental Protection Agency ("EPA"), the United States Department of the Interior ("DOI"), the National Oceanic and Atmospheric Administration ("NOAA"), and the Environment and Natural Resources Division of the United States Department of Justice on behalf of EPA, DOI, and/or NOAA.

cc. "VAG Future Response Costs" shall mean all CERCLA costs, or in the case of Vermont costs incurred under analogous state law, including but not limited to direct and indirect costs that the United States, on behalf of EPA or DOJ, or Vermont incurs after October 15, 2008 in connection with the VAG Site and paid pursuant to Section VI (Terms Applicable to Federal and State VAG Monetary Claims). VAG Future Response Costs shall include all costs not

inconsistent with the NCP, which may include, but are not limited to, payroll costs, costs incurred by the United States or Vermont and their representatives (including contractors) under or in connection with a contract or arrangement for technical assistance in connection with the VAG Site, travel costs, laboratory costs, enforcement costs, community relations costs, enforcement and legal support costs, records management costs, technical support costs, interagency and intergovernmental agreement costs (including ATSDR costs), costs under a cooperative agreement with the State, and data management costs.

dd. "VAG Future Response Cost Claim" shall mean the claims of the United States and the claims of the State of Vermont, under CERCLA or any other federal or state law, for reimbursement of VAG Future Response Costs.

ee. "VAG NRD Claims" shall mean the claims of (i) the United States on behalf of DOI and (ii) the State of Vermont under CERCLA and/or any other federal or state law or common law, for injuries to natural resources resulting from releases of hazardous substances relating to the VAG Site.

ff. "VAG NRD Trustees" shall mean DOI and the State of Vermont.

gg. "VAG Site" shall mean the properties located in Eden and Lowell, Vermont encompassing approximately 2500 acres as generally depicted on the VAG Site Map including all areas where mining and milling activities took place and shall also include all locations where materials generated or created at these properties have come to be located.

hh. "VAG Site Map" means that map of the VAG Site depicting, among other things, locations at which certain Work shall be performed, attached as Attachment 2 to this Consent Decree and incorporated herein.

ii. "Work" shall mean all injunctive relief activities G-I or the Trust is required to perform under this Consent Decree and the SOW.

IV. ESTABLISHMENT OF VAG SITE INJUNCTIVE TRUST

7. By no later than five days following the Lodging Date, G-I shall establish an Injunctive Trust (the "Trust" and/or "Trustee") to accomplish the Work required pursuant to Section V of this Consent Decree and shall fund the Trust in accordance with Paragraph 10. The Trust shall select and utilize one or more designated contractors ("Contractor") to implement the Work. G-I' s selection of the Trustee and the Trustee's selection of the Contractor(s) shall be subject to written approval by EPA, in consultation with Vermont. The Trust shall perform all Work required by the SOW, and such Work shall be performed in accordance with the SOW. G-I shall provide funds to the Trust on a periodic basis, as provided in Paragraph 10 and in the Trust Agreement, to allow the Trust to timely and fully meet its obligations pursuant to this Consent Decree. All activities undertaken by the Trust pursuant to the Trust Agreement shall be performed in accordance with the requirements of all applicable federal and state laws and regulations.

8. The United States and Vermont have agreed to G-I's proposed use of the Trust solely as a means for securing the Work and solely for the purposes of settlement. The proposed use of a trust by G-I shall in no way convert the United States' CAA § 303 and RCRA § 7003 causes of action into monetary claims, and in the event that this Consent Decree is not approved for any reason, nothing herein shall be construed as a waiver of the United States' or Vermont's rights to pursue any injunctive causes of action they may have against G-I.

9. G-I's obligations with respect to the Trust and the Work shall be to (i) establish the Trust and select the Trustee, subject to approval by EPA in consultation with Vermont; (ii) fund the Trust in accordance with Paragraph 10; and (iii) undertake the tasks specifically assigned to G-I in Part V.H. G-I, EPA, and ANR shall not be or be deemed to be owners, operators, trustees, partners, agents, shareholders, officers, or directors of the Trust. The Trust shall not be deemed to be the successor to any liabilities of G-I or of any other person, provided that the foregoing shall not affect the Trust's obligations under this Consent Decree to perform the Work.

10. G-I shall provide funding to the Trust for purposes of implementing the Work under Section V ("CAA and RCRA Injunctive Relief at the VAG Site"), as set forth below:

a. Upon the establishment of the Trust, G-I shall transfer an Initial Contribution of $50,000 to the Trust.

b. No later than fourteen days after the Lodging Date, the Trustee shall submit to EPA for review and approval work plans for the Work to be performed in accordance with this SOW and the Consent Decree during the Preliminary Period in accordance with Section XI. The work plans shall include an estimate of the cost of performing the Work required under Parts V.A-D planned for the Preliminary Period. Each submittal shall also include appropriate health and safety plans. While EPA is reviewing the plans, the Trust shall diligently proceed to make all necessary preparations for performance of the Work. Within seven days of EPA's approval of each plan, the Trustee shall certify that it is ready and able to perform the Work planned for the Preliminary Period, including having the necessary contractors, permits, and all other preconditions for commencing the planned Work in place. Upon the Trustee's certification, G-I shall transfer funds to the Trust equal to the estimate for performing the Work planned for the

Preliminary Period, less the balance of work funds held by the Trust. In no event shall G-I's total obligation to fund Work during the Preliminary Period exceed $350,000, including the Initial Contribution but exclusive of Trust Administrative Costs.

c. After the Preliminary Period, G-I shall be obligated to continue funding the Injunctive Trust as set forth and subject to the limitations in the Trust Agreement and as limited by the maximum funding obligations set forth in Paragraph 10.d through 10.k.

d. Settlement Year One Cost Cap. During Settlement Year One, G-I's obligation to provide funding to the Trust, other than for Trust Administrative Costs, shall be limited to the amount of $1,000,000 less such amounts as were funded to the Trust during the Preliminary Period. Thus, if $350,000 in funding is provided by G-I to the Trust during the Preliminary Period, the maximum funding G-I shall be obligated to provide to the Trust for Settlement Year One shall be $650,000.

e. Settlement Years Two-Seven Cost Caps. During each of Settlement Years Two, Three, Four, Five, Six, and Seven, G-I's obligation to provide funding to the Trust, other than for Trust Administrative Costs, shall be limited to an annual cost cap of $1,000,000.

f. Settlement Year Eight Cost Cap. During Settlement Year Eight, G-I's obligation to provide funding to the Trust, other than for Trust Administrative Costs, shall be limited to $750,000.

g. Except as set forth in Paragraph 10.k, once the annual cost caps set forth above have been reached, G-I shall be under no further obligation to provide funding to the Injunctive Trust for that Settlement Year.

h. Security Cost Cap. G-I's obligation under this Consent Decree to provide funding to the Trust for Security of On-Site Buildings under Section V.C below shall be subject to an aggregate cost cap of $250,000.

i. Monitoring/Dust Suppression Cost Cap. G-I's obligation under this Consent Decree to provide funding to the Trust for Air and Meteorological Monitoring and Dust Suppression under Section V.E through G below shall be subject to an aggregate cost cap of $2,500,000 (the "Monitoring and Dust Suppression Cap").

j. Investigation Cost Cap. G-I's obligation under this Consent Decree to provide funding to the Trust for Investigation of Off-Site Transport, Sale, and Use of Mine Tailings and Crushed Rock under Section V.H below shall be subject to an aggregate cost cap of $5,000,000.

k. In the event that the total funding provided by G-I to the Trust under this Paragraph 10 in any Settlement Year is less than the annual cap set forth in subparagraphs d, e, or f, the difference between the cost cap and the amount of funding actually provided may be carried over and used in subsequent settlement years, provided, however, that G-I shall have no obligation to fund the Trust after Settlement Year 9, regardless of whether the cost caps have been fully exhausted. Nothing in this Paragraph 10.k shall affect the aggregate cost cap applicable to any category of Work.

11. The Trustee shall provide an annual accounting of all Trust receipts and expenditures, along with documentation adequate to demonstrate that the Trust has met the requirements for completion of injunctive relief and funding under this Consent Decree.

V. CAA AND RCRA INJUNCTIVE RELIEF AT THE VAG SITE

A. Installation and Maintenance of Perimeter Gates, Fencing, and Signage.

12. No later than thirty days after EPA approves the work plan(s) required in Paragraph 10.b, the Trust shall complete installation of signs, chain-link gates, and fencing extending beyond the gates so as to restrict passage around the gates on either side, in accordance with the SOW. The signs, chain-link gates, and fencing shall be installed at the locations identified in the work plan.

13. Beginning immediately upon completion of installation of the chain-link gates, fencing, and signage, the Trust shall begin inspections in accordance with Paragraph 23 to ensure that the perimeter gates and attached fencing are maintained in good operating condition and that the signs remain in place through the termination of injunctive relief pursuant to Section XXIX of this Consent Decree.

B. Installation of "Jersey" Barriers/Access Restrictions.

14. As soon as Site conditions allow following EPA's approval of the work plan(s) required in Paragraph 10.b, but no later than 30 days following such approval, the Trust shall complete measures to prevent vehicular access to the top of the Eden Mine Tailings Pile by installing concrete barriers ("Jersey Barriers" or any other appropriate means to restrict access agreed to by EPA) in accordance with the attached SOW.

15. Beginning immediately upon completion of installation of the Jersey Barriers or the equivalent, the Trust shall implement measures set forth in Paragraph 23 to ensure that the barriers are maintained in good condition, until the termination of injunctive relief pursuant to Section XXIX of this Consent Decree.

C. Security of On-Site Buildings.

16. No later than 30 days after EPA approves the work plan(s) required in Paragraph 10.b, the Trust shall complete measures required to secure the on-site buildings as set forth in the SOW. In addition, the Trust shall remove any readily-identifiable Asbestos Product from the areas around the building perimeters and secure the Asbestos Product on-site, as designated in the SOW. The Trust will also take measures to ensure that the buildings containing Asbestos Product maintain sufficient integrity to prevent a material release of Asbestos Product to the environment.

17. Beginning immediately upon completion of the work in Paragraph 16, the Trust shall implement measures set forth in Paragraph 23 to ensure that the buildings remain secure until the termination of injunctive relief pursuant to Section XXIX of this Consent Decree.

D. VAG Site Security Guard.

18. No later than 14 days after EPA approves the work plan(s) required in Paragraph 10.b, the Trust shall retain an individual or firm to perform security work at the Site ("Security Contractor") and to generally oversee security of the Site as specified in the SOW and the approved work plans until the termination of injunctive relief pursuant to Section XXIX of this Consent Decree. The Trust's selection of the Security Contractor shall be subject to the written approval of EPA, in consultation with Vermont.

19. The Security Contractor shall provide a security presence at the Site based on a seasonal schedule, as specified in the SOW and shall begin work immediately upon selection by the Trust.

20. The Security Contractor shall provide one or more guards to patrol on foot or by vehicle, as appropriate, the designated "patrol circuit" identified in the SOW. The Security

Contractor shall maintain the written results of the patrols in the On-Site Log, as required by the SOW.

21. Operations. The Trust shall install and maintain a mobile office and/or trailer at the VAG Site at a location to be approved by EPA. The trailer shall serve as an operating office and communication center for the Security Contractor while present on-site and as the repository for the On-Site Log(s), all maintenance records, and any other documentation required to be maintained under the terms of this Consent Decree.

22. OSHA Compliance. The contract retaining the Security Contractor shall require the Security Contractor to comply with all applicable Occupational Safety and Health Administration ("OSHA") regulations and Vermont Occupational Safety and Health Administration ("VOSHA") regulations. Nothing contained in this Consent Decree, the SOW, any applicable Work Plan, or Health and Safety Plan ("HASP") shall relieve the Security Contractor of its responsibility in this regard.

23. Physical Inspections. In accordance with a "patrol circuit" as set forth in the SOW, and to the extent reasonably feasible, the Security Contractor shall conduct daily physical inspections of the exterior gates, fencing, and signs and weekly inspections of the Jersey Barriers or equivalent and Site buildings. The Security Contractor shall document in the On-Site Log the inspection results and repairs determined to be necessary to ensure continued compliance with the terms of this Consent Decree until the termination of injunctive relief pursuant to Section XXIX of this Consent Decree.

24. Maintenance of On-Site Log. The Security Contractor shall maintain a written daily log with notations of daily and periodic activity, inspection results, and other observations and

shall make the log available for inspection by EPA, other federal personnel, and Vermont personnel with appropriate identification upon request.

25. Submission of periodic reports. The Security Contractor shall compile and integrate the information collected through patrols and inspections and shall provide it in a quarterly progress report to EPA and Vermont, as set forth in the SOW and in Section X (Recordkeeping and Reporting Requirements). The first quarterly progress report shall be due 45 days after the Lodging Date.

26. Interim Special Reports. The Security Contractor shall provide prompt notice to EPA, Vermont, and the appropriate law enforcement authorities of any unusual activity at the VAG Site, including any breach of security on-site, and shall be responsible for alerting emergency personnel in a prompt manner, as necessary, to address any environmental, public health, or safety emergencies at the VAG Site.

E. Installation and Operation of Meteorological Stations.

27. No later than 30 days after the later of (i) approval by EPA of the work plan required in the SOW (unless Site conditions are not conducive to installation, in which case additional time will be allowed to complete installation) or (ii) Bankruptcy Court approval of the Consent Decree, the Trust shall install three meteorological stations at the VAG Site in the locations designated in the work plan prepared in accordance with the requirements set forth in the SOW. The Trust shall operate such systems from May 1 through November 1 through Settlement Year 8 unless otherwise required by EPA or until the Monitoring and Dust Suppression Cap has been exhausted. The Trust shall only be obligated to perform the Work set forth in this Paragraph, and in Section V.F and G below, prior to the Plan Effective Date to the extent there are funds

remaining within the $350,000 cost cap for the Preliminary Period after the Work set forth in Section V.A–D above is performed.

F. Installation and Operation of Air Monitoring Stations.

28. As soon as Site conditions allow following the installation of the meteorological stations, but by no later than two weeks following such installation, the Trust shall install air monitoring stations in accordance with the requirements set forth in the SOW, and shall begin conducting air sampling in accordance with the SOW. The Trust shall conduct air monitoring from May 1 through November 1 through Settlement Year 8 unless otherwise required by EPA or until the cost caps for this activity have been exhausted.

G. Dust Suppression.

29. If, at any time, during Settlement Years 1 through 8 or until the Monitoring and Dust Suppression Cap has been exhausted, the analysis of the air monitoring data indicates to EPA that dust suppression measures should be implemented, EPA, in consultation with Vermont, shall direct the Trust to undertake interim dust suppression measures to the extent reasonably practicable under the circumstances. The Parties agree that interim dust suppression is not intended to be a substitute for a final remedy, nor must it be designed to ensure zero dust migration if this degree of dust suppression cannot be reasonably and economically accomplished.

H. Investigation of Off-Site Transport, Sale, and Use of Mine Tailings and Crushed Rock

30. Document Review. By no later than thirty days after the Lodging Date, G-I shall collect, review, and produce to EPA all documents in G-I's custody or control that have not been previously produced to EPA related to the practice of transport, sale, or use of mine tailings or crushed rock off-site during its predecessors' ownership and operation of the VAG Site.

31. Interviews of Individuals with Knowledge of Off-Site Use. By no later than thirty days after the Lodging Date, G-I shall identify former G-I employees and others who may have knowledge of off-site transport, sale, or use of mine tailings or crushed rock, or who may have access to additional documentation of off-site use.

32. Collection and Tabulation of Information. G-I shall prepare a report regarding the results of its document review, consisting of, at a minimum, individual names, addresses, telephone numbers, and other contact information of persons identified pursuant to Paragraph 31. G-I shall submit the report to EPA and Vermont within 30 days of completion of the investigative activities set forth in this Part.

33. Investigation Support. Following the Plan Effective Date, the Trust shall provide funding to Vermont to conduct interviews of former G-I employees and any other person or entity who may have knowledge of off-site transport, sale, or use of mine tailings or crushed rock, and to conduct further investigations related to such off-site usage. The activities to be conducted pursuant to this Paragraph 33 shall be determined in Vermont's discretion, in consultation with EPA, and neither G-I nor the Trust shall have any responsibility for recommending, selecting, conducting, or approving activities to be conducted pursuant to this Paragraph. On a periodic basis, Vermont shall submit invoices to the Trust setting forth the costs incurred in performing investigations pursuant to this Paragraph, along with reasonable documentation of those costs. Within 60 days of receipt of an invoice for investigation costs, the Trustee shall inform Vermont and EPA if it objects to any of the invoiced costs. The Trustee may object to invoiced costs only on the grounds that the invoiced costs are inconsistent with this Consent Decree. If the Trustee does not object to the invoiced costs, the Trustee shall pay those

costs within 90 days of receipt of the invoice, to the extent doing so would not require G-I's funding of the Trust to exceed either an annual cost cap or the aggregate cost cap for offsite investigation activities, as set forth in Paragraph 10. If the Trustee objects to any of the invoiced costs, then the Trustee shall invoke the dispute resolution procedures set forth in Section XIII to resolve the objection. If the Trustee objects to some but not all of the invoiced costs, the Trustee shall pay that portion of the invoice to which the Trustee has no objection within 90 days of receipt of the invoice and shall invoke dispute resolution with respect to the remainder.

34. Sampling and Analysis of Off-Site Material. Following the Bankruptcy Court's approval of the Consent Decree, the Trust shall provide technical support to EPA and/or Vermont for the purpose of characterizing potentially asbestos-containing material at off-site locations. The characterization activities to be conducted could include sampling (including activity based sampling), analysis (field or off-site lab), sample management, validation, data management, reporting, or other activities that EPA or Vermont identify as necessary to support the investigation of off-site material, subject to the cost caps set forth in Paragraph 10. EPA or Vermont's exercise of discretion in the selection of particular characterization activities or locations shall not be subject dispute resolution. The sampling, analysis, or other activities shall be conducted in accordance with accepted EPA methods as part of a Work Plan, Sampling Plan, and Quality Assurance Project Plan ("QAPP"), submitted to and approved by EPA, in consultation with Vermont, according to the procedures set forth in Section XI.

I. Acceptance of Work

35. The Trust shall perform all Work in accordance with one or more work plans, health and safety plans, or QAPPs. Except for health and safety plans, all work plans and QAPPs shall

be approved by EPA in accordance with the procedures set forth in Section XI before the Trust commences any Work described in the applicable work plan or QAPP.

36. Immediately upon receipt, the Trustee shall submit all invoices for Work performed to EPA and ANR, along with a description of the Work performed and any reports or as-built drawings related to the Work performed. The Trustee shall not pay any invoices for Work performed until the Trustee has received from EPA, in consultation with Vermont, notification that EPA agrees that the Work was performed in conformance with the Consent Decree and all documents incorporated herein. EPA will exercise best efforts to review and approve or reject invoices within 30 days of receipt and acknowledges that delays in implementation of the Work may result if invoices are not approved or rejected within 30 days.

37. The obligations of the Trust and the Trustee hereunder are all subject to the cost caps set forth herein and the funding provided by G-I. The Trust shall have no obligations to undertake activities or expend funds beyond the funding provided by G-I.

VI. TERMS APPLICABLE TO FEDERAL AND STATE VAG MONETARY CLAIMS

38. The United States and Vermont have asserted Monetary Claims against G-I at the VAG Site. In order to reach a settlement of these claims without resort to litigation, the Parties have agreed that G-I shall make payments as follows:

39. VAG Past Costs Claim — Reimbursement

a. In full and complete resolution of the claim of the United States for reimbursement of VAG Response Costs incurred on or before October 15, 2008, G-I shall pay EPA the sum of $154,000 within 60 days after the Plan Effective Date.

b. The cash distribution required by Paragraph 39.a above shall be made by FedWire Electronic Funds Transfer ("EFT" or wire transfer) to the U.S. Department of Justice account in

accordance with current electronic funds transfer procedures. Payment shall be made in accordance with instructions provided to G-I by the Financial Litigation Unit of the Office of the United States Attorney for the District of New Jersey and shall reference Bankruptcy Petition Nos. 01-30135 and 01-38790 and DOJ File Number 90-11-3-07425. Copies of all distributions and related correspondence shall be sent to the addresses set forth below:

Assistant Attorney General
Environment & Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044-7611
Ref. DOJ File No. 90-11-3-07425

Sarah Meeks
Enforcement Counsel
Office of Environmental Stewardship
US Environmental Protection Agency, Region 1
One Congress Street, Suite 1100 (SES)
Boston, MA 02114

c. In full and complete resolution of the claim of Vermont for reimbursement of VAG Response Costs incurred on or before October 15, 2008, G-I shall pay Vermont the sum of $16,800 within 60 days after the Plan Effective Date. G-I shall make the payment required by this Paragraph by official bank check made payable to "State of Vermont – Environmental Cleanup Fund," referencing the name and address of the party making the payment, and Site No. 1995-1825. G-I shall send the check to:

John Schmeltzer
VAG VT ANR Project Manager
VT DEC Waste Management Division
103 South Main Street, West Building
Waterbury, VT 05671-0404

A copy of the payment and related correspondence shall be sent to the address set forth below:

John D. Beling
Assistant Attorney General
Attorney General's Office
109 State Street
Montpelier, VT 05609-10010

40. VAG Future Response Costs Claim. In full and complete resolution of EPA's and Vermont's VAG Future Response Costs Claims, G-I shall make payments for response actions or activities to the United States and Vermont as set forth in Paragraphs 41 and 42.

41. Advance Payments of VAG Future Response Costs. G-I shall make advance payments of VAG Future Response Costs to EPA and/or Vermont upon EPA and/or Vermont's presentation of a Letter of Intent ("LOI"), documenting its readiness to implement response actions for the six-month period following the date of the LOI. Each LOI shall identify the anticipated response actions/activities to be undertaken during the following six months, the timeframe for implementation, and the estimated cost of performing the response actions/activities (VAG Future Response Costs). G-I shall provide funding to EPA and/or Vermont equal to the estimated cost set forth in the LOI, subject to the cost caps set forth in this Paragraph, within 45 days of G-I's receipt of the LOI. The advance payment may be placed in a CERCLA Special Account or Vermont Environmental Contingency Fund Special Account for response actions/activities in connection with the VAG Site. Upon completion of the response actions or activities, EPA and/or Vermont shall provide documentation to G-I indicating that the actions are complete and providing an accounting of the response costs incurred.

a. Cost Cap in Settlement Years One through Four. The total amount of advance payments to EPA and/or Vermont in Settlement Years One through Four shall not exceed an annual cost cap of $450,000 per year. EPA or Vermont may seek reimbursement of response

costs incurred at the VAG site any time after October 18, 2008 and prior to the Plan Effective Date. Such reimbursement shall occur in Settlement Year One and shall be subject to the $450,000 cost cap for that year.

b. Settlement Year Five. G-I shall make advance payments to EPA and/or Vermont in Settlement Year Five, not to exceed a cost cap of $200,000.

c. VAG Advance Payments Annual Rollover. If at the end of each Settlement Year, the VAG Advance Payments are less than the annual cost caps identified above, the annual cost cap in the subsequent year shall be increased by the amount of unexpended funds in the previous year, provided that EPA and/or Vermont have met (and continue to meet) the conditions for Advance Payments as set forth in this Paragraph 41. For example, if EPA and/or Vermont only receive $400,000 in advance payments in Year Three, the annual cost cap for Year Four will be increased by $50,000.

d. VAG Advance Payments Post Year Five. If the $2,000,000 aggregate cap for VAG Advance Payments is not reached by the end of Settlement Year Five, then G-I shall continue to make advance payments after Settlement Year Five, until the full $2,000,000 has been paid to EPA and/or Vermont. In no event shall G-I's total aggregate obligation to both EPA and Vermont to pay VAG Response Costs Advance Payments exceed $2,000,000.

42. VAG Future Response Costs Claim.

a. VAG Reimbursement. In Settlement Year Six and later, G-I shall reimburse EPA and Vermont for their actual response costs incurred at or in connection with the VAG Site at the rate of 8.6 percent (i.e., for every thousand dollars that EPA or Vermont incurs in response costs, G-I shall reimburse EPA or Vermont eighty-six dollars) to the extent those costs are not inconsistent

with the NCP or this Consent Decree. The procedures by which EPA and Vermont shall submit costs for reimbursement are set forth in Section VII.

b. Limitations on Reimbursement. G-I shall have no obligation to make any payments to EPA and/or Vermont under this Paragraph 42 until the aggregate VAG Future Response Costs incurred by EPA and Vermont exceed $23,255,813, and G-I's obligation to reimburse EPA and Vermont for the first $23,255,813 in VAG Future Response Costs shall be limited to the Advance Payments made pursuant to Paragraph 41.

c. Cost Cap in Settlement Years Six and Seven. G-I's obligation during Settlement Years Six and Seven to reimburse EPA and Vermont for future response costs incurred at or in connection with the VAG Site shall be limited to an annual aggregate cap of $450,000 (i.e. 8.6 percent of $5,232,558).

d. Cost Cap in Settlement Year Eight and After. G-I's obligation during Settlement Year Eight to reimburse EPA and Vermont for future response costs incurred at or in connection with the VAG Site shall be limited to an aggregate cap of $700,000 (i.e., 8.6 percent of $8,139,535). G-I's obligation during Settlement Year Nine to reimburse EPA and Vermont for future response costs incurred at or in connection with the VAG Site shall be limited to an aggregate cap of $1,800,000 (i.e., 8.6 percent of $20,930,232). G-I's obligation during Settlement Years Ten and thereafter to reimburse EPA and Vermont for future response costs incurred at or in connection with the VAG Site shall be limited to an annual aggregate cap of $2,000,000 (i.e., 8.6 percent of $23,255,813).

e. Costs in Excess of the Annual Cap. If EPA and Vermont's costs during any Settlement Year exceed an annual cap as set forth above, the costs in excess of the cap may be

invoiced during the following Settlement Year; provided however that there shall be no change in the cap for the following Settlement Year.

43. EPA's and Vermont's aggregate total for VAG Future Response Cost Claims shall be capped at $300 million under this Consent Decree. G-I shall reimburse 8.6 percent of EPA's and Vermont's VAG Future Response Cost Claims as set forth in this Consent Decree. Accordingly, G-I's obligation to reimburse claims for VAG Future Response Costs shall terminate when the sum of the VAG Advance Payments (under Paragraph 41) and the VAG Reimbursement (under Paragraph 42) equals $25,800,000 (i.e., 8.6 percent of $300,000,000). In no event shall G-I be obligated to pay more than an aggregate amount of $25,800,000 to the United States and/or Vermont with respect to VAG Future Response Costs. In the event that VAG Future Response Costs do not equal or exceed $300,000,000, G-I shall only be required to reimburse the United States and Vermont for VAG Future Response Costs actually incurred. For example and by way of clarification, if the total of all VAG Future Response Costs equals $100,000,000 then G-I's total liability for VAG Future Response Costs, including both VAG Advance Payments and VAG Reimbursements, shall equal 8.6 percent of $100,000,000 (i.e., $8,600,000).

VII. MECHANISM FOR PAYMENT OF VAG FUTURE RESPONSE COSTS

A. United States' VAG Future Response Costs.

44. On a periodic basis the United States shall submit to G-I an invoice for VAG Future Response Costs incurred by the United States that consists of a Region 1 cost summary, which is a line-item summary of costs in dollars by category of costs (including but not limited to payroll, travel, indirect costs, contracts, and interagency agreement costs) incurred on behalf of EPA or its contractors. G-I shall reimburse EPA in an amount equal to 8.6 percent of the response costs incurred during the invoiced period, subject to the limitations set forth in Paragraphs 41, 42, and

43, within ninety days of G-I's receipt of each invoice, except as otherwise provided in Paragraph 54.

45. G-I shall make all payments required by Paragraphs 41 or 42 by official bank checks made payable to "EPA Hazardous Substance Superfund," referencing the name and address of the party making the payment, EPA Site/Spill ID Number 01ED and DOJ Case Number 90-11-3-07425. G-I shall send the checks for delivery by First Class Mail to:

U.S. Environmental Protection Agency
Superfund Payments
Cincinnati Finance Center
P.O. Box 979076
St. Louis, MO 63197-9000

Copies of all distributions and related correspondence shall be sent to the addresses set forth below:

Assistant Attorney General
Environment & Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044-7611
Ref. DOJ File No. 90-11-3-07425

Sarah Meeks
Enforcement Counsel
Office of Environmental Stewardship
US Environmental Protection Agency, Region 1
One Congress Street, Suite 1100 (SES)
Boston, MA 02114

The United States shall notify G-I in writing of any modifications to the foregoing addresses or payment requirements.

46. EPA may, in its sole discretion, direct any portion of any cash distribution received by EPA for VAG Future Response Costs into a site-specific special account established to fund response actions at the VAG Site in the event that future work is anticipated at the VAG Site.

47. G-I may contest payment of any VAG Future Response Costs submitted for reimbursement if it determines that the United States has made an accounting error or if it alleges the costs submitted for reimbursement are inconsistent with the NCP or the terms of this Consent Decree. Such objection shall be made in writing within sixty days of receipt of the invoice and must be sent to the United States pursuant to Section XVI (Notices).

48. Any such objection shall specifically identify the contested VAG Future Response Costs and the basis for objection. In the event of an objection, G-I shall pay all uncontested VAG Future Response Costs to the United States in the manner described in Paragraphs 44 and 45. Simultaneously, G-I shall establish an interest-bearing escrow account in a federally-insured bank and remit to that escrow account funds equivalent to the amount of the contested VAG Future Response Costs. G-I shall send to the United States, as provided in Section XVI (Notices), a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, the identity of the bank and bank account under which the escrow account is established, as well as a bank statement showing the initial balance of the escrow account.

49. Simultaneously with establishment of the escrow account, G-I shall initiate the Dispute Resolution procedures in Section XIII (Dispute Resolution). If the United States prevails in the dispute with respect to any costs, then within five days of the resolution of the dispute, G-I shall pay from the escrow account the disputed costs on which EPA prevailed (with accrued Interest) to the United States in the manner described in Paragraphs 44 and 45. If G-I prevails concerning any aspect of the contested costs, then the amount of the disputed costs on which G-I prevailed shall be disbursed to G-I from the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XIII

(Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding G-I's obligation to reimburse the United States for VAG Future Response Costs.

50. In the event that the payments required by Paragraphs 41 and 42 are not made within forty-five days of G-I' receipt of an LOI pursuant to Paragraph 41 or within ninety days of G-I's receipt of an invoice under Paragraph 44, G-I shall pay Interest on the unpaid balance. The Interest to be paid on each payment shall begin to accrue on the day following the due date and shall accrue through the date of G-I's payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of G-I's failure to make timely payments. G-I shall make all payments required by this Paragraph in the manner described in Paragraph 45.

B. Future Vermont Response Costs.

51. On a periodic basis, Vermont shall submit to G-I an invoice of VAG Future Response Costs incurred by Vermont that consists of a Vermont ANR cost summary, which is a line-item summary of costs in dollars by category of costs (including but not limited to payroll, travel, indirect costs, and contracts) incurred by Vermont and its contractors. G-I shall reimburse Vermont in an amount equal to 8.6 percent of the response costs incurred during the invoiced period, subject to the limitations set forth in Paragraphs 41, 42, and 43, within ninety days of G-I's receipt of each invoice, except as otherwise provided in Paragraph 54.

52. G-I shall make all payments required by Paragraph 51 by official bank check(s) made payable to "State of Vermont – Environmental Cleanup Fund," referencing the name and address of the party making the payment, and Site No. 1995-1825. G-I shall send the check(s) for delivery by First Class Mail to:

John Schmeltzer
VAG VT ANR Project Manager
VT DEC Waste Management Division
103 South Main Street, West Building
Waterbury, VT 05671-0404

Copies of all distributions and related correspondence shall be sent to the address set forth below:

John D. Beling
Assistant Attorney General
Attorney General's Office
109 State Street
Montpelier, VT 05609-10010

Vermont shall notify G-I in writing of any modifications to the foregoing addresses or payment requirements.

53. Except as otherwise provided in this Consent Decree, Vermont may, in its sole discretion, direct any portion of any cash distribution received into a site-specific special account established to fund response activities at the VAG Site in the event that future work is anticipated at the VAG Site.

54. G-I may contest payment to Vermont of any VAG Future Response Costs if it determines that Vermont has made an accounting error or if it alleges that a cost item submitted for reimbursement is inconsistent with the NCP or the terms of this Consent Decree. Such objection shall be made in writing within sixty days of receipt of the invoice and must be sent to Vermont pursuant to Section XVI (Notices).

55. Any such objection shall specifically identify the contested Vermont VAG Future Response Costs and the basis for objection. In the event of an objection, G-I shall within ninety days from the receipt of the invoice pay all uncontested Vermont VAG Future Response Costs in the manner described in Paragraph 52. Simultaneously, G-I shall establish an interest-bearing

escrow account in a federally-insured bank and remit to that escrow account funds equivalent to the amount of the contested VAG Future Response Costs. G-I shall send to Vermont, as provided in Section XVI (Notices), a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account.

56. Simultaneously with establishment of the escrow account, G-I shall initiate the Dispute Resolution procedures in Section XIII (Dispute Resolution). If Vermont prevails in the dispute, then within five days of the resolution of the dispute, G-I shall pay from the escrow account the amount of the disputed costs on which Vermont prevailed (with accrued Interest) to Vermont in the manner described in Paragraph 52. If G-I prevails concerning any aspect of the contested costs, then the amount of the disputed costs on which G-I prevailed shall be disbursed to G-I from the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XIII (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding G-I's obligation to reimburse Vermont for VAG Future Response Costs.

57. In the event that the payments to Vermont required by Paragraphs 41 and 42 are not made within forty-five days of G-I' receipt of an LOI pursuant to Paragraph 41 or within ninety days of G-I's receipt of an invoice under Paragraph 44, G-I shall pay Interest on the unpaid balance. The Interest to be paid shall begin to accrue on the day following the due date and shall accrue through the date of G-I's payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to Vermont by virtue of G-I's failure

to make timely payments under this Section. G-I shall make all payments required by this Paragraph in the manner described in Paragraph 52.

58. In the event that both EPA and Vermont have submitted invoices to G-I seeking payment, which have not yet been paid, and the payment of both will cause the exceedance of an annual cap, G-I shall so inform EPA and Vermont, and shall thereafter follow such instructions as it shall receive from EPA concerning how payment within the cap limits should be made.

VIII. TERMS APPLICABLE TO THE FEDERAL AND STATE VAG NATURAL RESOURCE DAMAGE CLAIMS

59. In settlement and satisfaction of all claims and causes of action of the VAG NRD Trustees for VAG NRD Claims, G-I shall pay to the VAG NRD Trustees the amount of $850,000. The amount of natural resource damages distributions required by this Paragraph were determined based on an allowed claim settlement amount of $9,883,721 multiplied by an 8.6 percent payout rate. G-I shall make the distributions required by this Paragraph on the following schedule set forth in subparagraphs (a) through (i) below:

a. During the first 60 days of Settlement Year One, the sum of $50,000.

b. During the first 60 days of Settlement Year Two, the sum of $50,000.

c. During the first 60 days of Settlement Year Three, the sum of $50,000.

d. During the first 60 days of Settlement Year Four, the sum of $50,000.

e. During Settlement Year Five, the sum of $300,000, with $150,000 to be paid during the first 60 days of the Settlement Year, and the remaining $150,000 to be paid within 240 days of the beginning of the Settlement Year.

f. During the first 60 days of Settlement Year Six, the sum of $50,000.

g. During the first 60 days of Settlement Year Seven, the sum of $50,000.

h. During the first 60 days of Settlement Year Eight, the sum of $50,000.

i. During the first 60 days of Settlement Year Nine, the sum of $200,000.

Distributions required by subparagraphs (a)-(i) shall be deposited into the DOI Natural Resource Damage Assessment and Restoration Fund, Account No. 14X5198. A separate, site-specific numbered account for the VAG Site ("VAG Restoration Account") has been or will be established within DOI's Natural Resource Damage Assessment and Restoration Fund. The trustees shall use the funds in the VAG Restoration Account, including all interest earned on such funds, for restoration and/or assessment activities at or in connection with the VAG Site. Copies of all distributions to the VAG NRD Trustees and related correspondence to the United States shall be sent to:

Department of the Interior
Natural Resource Damage Assessment and Restoration Program
Attn: Restoration Fund Manager
1849 C St, NW
Mailstop
Washington, DC 20240

And

U.S. Department of the Interior
Office of the Solicitor—Environmental Restoration Branch
ATTN: NRDAR Bankruptcy Coordinator
1849 C Street, NW
Mail Stop 3210
Washington, D.C. 20240

IX. TERMS APPLICABLE TO FEDERAL MONETARY CLAIMS AT THE GENERATOR SITES

60. The United States' claims with respect to the Generator Sites shall be fully satisfied and liquidated as specified below.

61. G-I shall pay EPA and NOAA the sums set forth in the following Generator Payment Table within 60 days after the Plan Effective Date. The amounts of payments required were determined based on allowed claim settlement amounts for each Generator Site times an 8.6% payout rate.

62. Generator Payment Table

Site	Agency	Payment
68th Street Dump Site	EPA	$8,134
Colesville Municipal Landfill Site	EPA	$22,321
Kin-Buc Landfill Site	EPA NOAA	$783 $2,469
Maryland Sand, Stone, and Gravel Site	EPA	$24,660
Novak Sanitary Landfill Site	EPA	$9,385
Operating Industries, Inc. Site	EPA	$11,402
Pioneer Smelting Site	EPA	$12,900
Tri-Cities Barrel Co., Inc. Site	EPA	$11,928
Weld County Disposal Site	EPA	$633

63. Cash Distributions to EPA for the Generator Sites: Cash distributions to the United States for EPA shall be made by FedWire Electronic Funds Transfer ("EFT" or wire transfer) to the U.S. Department of Justice account in accordance with current electronic funds transfer procedures. Payment shall be made in accordance with instructions provided to G-I by the Financial Litigation Unit of the Office of the United States Attorney for the District of New Jersey and shall reference Bankruptcy Petition Nos. 01-30135 and 01-38790 and DOJ File

Number 90-11-3-07425. G-I shall transmit written confirmation of such payments to the Department of Justice and EPA at the addresses specified in Section XVI (Notices). EPA may, in its sole discretion, direct any portion of cash distribution it receives for the Generator Sites to the Hazardous Substances Trust Fund and/or into a site-specific special account established to fund response actions at such Generator Site in the event that future work is anticipated at such Site.

64. G-I shall pay $2,469 in reimbursement for Past Costs incurred by NOAA, as set forth in Paragraph 62. The NOAA Past Costs shall be paid by EFT to the U.S. Department of Justice lockbox, referencing DOJ File Number 90-11-3-07425 and the United States Attorney's Office file number, in accordance with the EFT instructions that shall be provided by the United States Attorney's office after lodging of this Decree.

65. With respect to the Generator Sites, copies of all distributions to EPA and NOAA and related correspondence to the United States shall be sent to:

Assistant Attorney General
Environment & Natural Resources Division
U.S. Department of Justice
10th & Pennsylvania Ave., N.W.
Washington, DC 20530
Ref. DOJ File No. 90-11-3-07425

and with respect to EPA distributions:

US EPA
Cincinnati Finance Center
Accounts Receivable Branch
26 W Martin Luther King Dr.
MS-NWD
Cincinnati, OH 45268

and

David Smith-Watts, Esq.
U.S. Environmental Protection Agency
Ariel Rios South Building
MS 2272A
1200 Pennsylvania Ave., N.W.
Washington, D.C. 20460

and with respect to NOAA distributions:

NOAA/NOS/OR&R
ATTN: Kathy Salter, DARRF Manager
1305 East West Highway
SSMC4, Room 9331
Silver Spring, MD 20910-3281

and

M.E. Rolle, Attorney-Advisor
National Oceanic and Atmospheric Administration
Office of General Counsel for Natural Resources
263 13th Ave. S., Suite 177
St. Petersburg, FL 33701

X. VAG SITE RECORDKEEPING AND REPORTING REQUIREMENTS

66. In addition to any other recordkeeping and reporting requirement of this Consent Decree, the Trustee shall submit written quarterly progress reports for Work at the VAG Site as specified in the SOW.

67. If requested by EPA or Vermont, the Trustee shall also provide oral briefings to EPA and Vermont discussing the progress of the Work in connection with the VAG Site.

68. The Trustee shall notify EPA and Vermont of any change in the schedule described in the quarterly progress reports for the performance of any activity, including, but not limited to, data collection and implementation of work plans, no later than seven days prior to the performance of the activity.

XI. EPA APPROVAL OF PLANS AND OTHER SUBMISSIONS FOR THE VAG SITE

69. After review of any plan, report or other item that is required to be submitted for approval pursuant to this Consent Decree, EPA, in consultation with Vermont, shall:

a. approve the submission, in whole or in part;

b. approve the submission upon specified conditions;

c. modify the submission to cure the deficiencies;

d. disapprove the submission, in whole or in part, directing that the Trust, as applicable, modify the submission; or

e. any combination of the above,

provided, however, that EPA shall not modify a submission without first providing the Trust at least one notice of deficiency and an opportunity to cure within thirty days.

70. In the event of approval, approval upon conditions, or modification by EPA, pursuant to Paragraph 69.a, b, or c, the Trust shall proceed to take any action required by the plan, report, or other item, as approved or modified by EPA, subject only to the right to invoke the Dispute Resolution procedures set forth in Section XIII (Dispute Resolution) with respect to the modifications or conditions made by EPA.

71. Resubmission of Plans. Upon receipt of a notice of disapproval pursuant to Paragraph 69.d, the Trustee shall, within 21 days or such longer time as specified by EPA in the notice of disapproval, correct the deficiencies and resubmit the plan, report, or other item for approval. Notwithstanding the receipt of a notice of disapproval pursuant to Paragraph 69.d, the Trustee shall proceed, at the direction of EPA, to take any action required by any non-deficient portion of the submission.

72. In the event that a resubmitted plan, report, or other item, or portion thereof, is disapproved by EPA, EPA may again require the Trust to correct the deficiencies, in accordance with Paragraph 71. EPA also retains the right to modify or develop the plan, report, or other item. The Trust shall implement any such plan, report, or item as modified or developed by EPA, subject only to the right to invoke the procedures set forth in Section XIII (Dispute Resolution).

73. If upon resubmission, a plan, report, or item is disapproved or modified by EPA due to a material defect, the Trust shall be deemed to have failed to submit such plan, report, or item timely and adequately unless the Trust invokes the dispute resolution procedures set forth in Section XIII (Dispute Resolution) and EPA's action is overturned pursuant to that Section. All plans, reports, and other items required to be submitted to EPA under this Consent Decree shall, upon approval or modification by EPA, become incorporated in this Consent Decree and enforceable as if fully set forth herein.

74. The Trust shall not commence any Work until all work plans related to that Work have been approved by EPA.

XII. FORCE MAJEURE

75. If any event occurs that causes or may cause a delay or impediment to performance of or compliance with any provision of this Consent Decree (e.g., a condition that would require performance in an unsafe manner), and that the Trustee believes qualifies as an event of Force Majeure, the Trustee shall notify EPA in writing as soon as practicable, but in any event within 30 days of when the Trustee first knew of the event or should have known of the event by the exercise of reasonable diligence. In this notice, the Trustee shall specifically reference this Paragraph 75 and describe the anticipated length of time the delay may persist, the cause or causes of the delay, the measures taken and/or to be taken by the Trustee to prevent or minimize

the delay and the schedule by which those measures will be implemented. The Trustee shall adopt all reasonable measures to avoid or minimize such delays.

76. Failure by the Trustee to substantially comply with the notice requirements of Paragraph 75 shall render this Section XII voidable by the United States as to the specific event for which the Trustee has failed to comply with the notice requirements. If so voided, this Section shall be of no effect as to the particular event involved.

77. The United States shall notify the Trustee in writing regarding its agreement or disagreement with any claim of a Force Majeure event within 30 days of receipt of each Force Majeure notice provided under Paragraph 75.

78. If the United States, in consultation with Vermont, agrees that the delay or impediment to performance has been or will be caused by circumstances beyond the control of the Trust, including any entity controlled or contracted by the Trust, and that the Trust could not have prevented the delay by the exercise of reasonable diligence, the Parties shall stipulate to an extension of the required deadline(s) for all requirement(s) affected by the delay by a period equivalent to the delay actually caused by such circumstances, or such other period as may be appropriate in light of the circumstances.

79. If the United States, in consultation with Vermont, does not agree that the delay or impediment to performance has been or will be caused by circumstances beyond the control of the Trust, including any entity controlled or contracted by the Trust, the position of the United States on the Force Majeure claim shall become final and binding upon the Trust, unless the Trust invokes Dispute Resolution within 30 days after receiving written notification that the United States does not agree that a force majeure event has occurred. In the event that the United

States and Vermont are unable to reach an agreement on the governments' position, after opportunity for consultation, the position of the United States shall become the final position of the governments with regard to the Trust's Force Majeure claim.

80. If the Trust prevails in Dispute Resolution, then the Trust shall be excused as to such event(s) for the period of time equivalent to the delay caused by such circumstances.

81. The Trust shall bear the burden of proving that any delay of any requirement(s) of this Consent Decree was caused by or will be caused by circumstances beyond its control, including any entity controlled or contracted by the Trust, and that it could not have prevented the delay by the exercise of reasonable diligence. The Trust shall also bear the burden of proving the duration and extent of any delay(s) attributable to such circumstances. An extension of one compliance date based on a particular event may, but does not necessarily, result in an extension of a subsequent compliance date or dates.

82. As part of the resolution of any matter submitted to Dispute Resolution under this Section, the Parties by agreement, or the Court by order, may extend or modify the schedule for completion of the Work to account for the delay in the Work that occurred as a result of any delay or impediment to performance on which an agreement by the Parties or approval by the Court is based.

XIII. DISPUTE RESOLUTION FOR THE VAG SITE

83. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising between the United States, Vermont, G-I, and/or the Trustee, under or with respect to this Consent Decree.

84. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when the party invoking Dispute Resolution ("Invoking Party") sends the party against which Dispute Resolution is invoked ("Responding Party") a written Notice of Dispute, which shall state clearly the matter in dispute. The Notice of Dispute shall simultaneously be sent to any Party not a Party to the Dispute ("Collateral Party"). The period of informal negotiations shall not exceed 30 days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by EPA or by the Responding Party, if EPA does not advance a position on the dispute, shall be considered binding unless, within 30 days after the conclusion of the informal negotiation period, the Invoking Party invokes formal dispute resolution procedures as set forth below.

85. Formal Dispute Resolution: The Invoking Party may only invoke formal dispute resolution procedures, within the time period provided in Paragraph 84, by serving on the Responding Party and any Collateral Parties a written Statement of Position regarding the matter in dispute. The Invoking Party's Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting its position and any supporting documentation on which it relies.

86. The Responding Party shall serve its Statement of Position within 30 days of receipt of the Invoking Party's Statement of Position. The Responding Party's Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting its position and any supporting documentation on which it relies. Any Collateral Parties may, but

need not, serve a Statement of Position within 30 days of receipt of the Invoking Party's Statement of Position. Any Collateral Party Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting its position and any supporting documentation on which it relies. The position advanced by EPA or by the Responding Party, if EPA does not advance a position on the dispute, shall be considered binding unless the Invoking Party files a motion for judicial review of the dispute in accordance with Paragraph 87.

87. The Invoking Party may seek judicial review of the dispute by filing with the Court and serving on the Responding Party and any Collateral Parties, in accordance with Section XVI of this Consent Decree (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within 30 days of receipt of the Responding Party's Statement of Position. The motion shall include copies of all Statements of Position served by any Party, along with any supporting documentation, and the Statements of Position shall constitute the complete written submission to the Court on the dispute. The motion shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

88. All petitions for determination of disputes arising under Section VI, VII, VIII, and IX of this Consent Decree shall be filed with the Bankruptcy Court for resolution. In accordance with the Order of the United States District Court for the District of New Jersey dated February 17, 2009 in Civil Case No. 08-5470 (SGW), all other petitions for resolving disputes arising under this Consent Decree shall be filed with the United States District Court for the District of New Jersey.

89. Except as otherwise provided in this Consent Decree, in any dispute for which judicial review is sought, the Invoking Party shall bear the burden of demonstrating that its position should prevail according to the standard imposed by applicable law.

90. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of G-I or the Trust under this Consent Decree, unless and until final resolution of the dispute so provides. If dispute resolution is invoked regarding the performance of an obligation set forth in Section V and performance of the obligation is suspended pending dispute resolution, the time limitation set forth in Section V for the performance of the obligation which is disputed shall be extended by the amount of time which elapses between the invocation of dispute resolution and the final resolution of the dispute. The invocation of dispute resolution procedures under this Section shall not otherwise, by itself, extend, postpone, or affect in any way any obligation of G-I or the Trust under this Consent Decree, unless and until final resolution of the dispute so provides.

XIV. VAG SITE INFORMATION COLLECTION AND RETENTION

91. The Trust shall use best efforts to secure from the owner of the VAG Site an agreement to provide access thereto to the Trust and its contractors, for the purpose of conducting any activity related to this Consent Decree. The United States and/or Vermont may, as they deem appropriate, assist the Trust in obtaining access required by this Paragraph. The Trust shall reimburse the United States and/or Vermont for all costs incurred by the United States and/or Vermont in obtaining such access, including, but not limited to, the cost of attorney time and the amount of monetary consideration paid or just compensation. Any such costs incurred by the Trust in connection with obtaining access shall not be considered Trust Administrative Costs and shall be included for purposes of meeting the G-I funding caps set forth in Paragraph

10. The Trust, including its contractors, shall not take any steps to impede EPA's or Vermont's access to the VAG Site.

92. Until five years after completion of the Work described in Section V, G-I and the Trustee shall retain, and shall instruct their contractors and agents to preserve, all non-identical copies of documents, records, or other information (including documents, records, or other information in electronic form) in their or their contractors' or agents' possession or control, or that come into their or their contractors' or agents' possession or control, and that relate in any manner to the Trust's performance of its obligations under this Consent Decree. Such documents, records, or other information may be kept in electronic form. Prior to the termination of the Trust, the Trustee shall deliver to G-I all records in its possession that are subject to the requirements of this Paragraph 92, and G-I shall assume the Trust's obligations under this Paragraph 92. Any documents subject to the requirements of this Paragraph 92 in the possession of the Trust's contractors at the time the Trust is terminated may remain in the contractors' possession, and G-I shall assume responsibility for the contractors' compliance with this Paragraph 92. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States or Vermont, G-I or the Trustee shall provide copies of any non-privileged documents, records, or other information required to be maintained under this Paragraph.

93. After the conclusion of the information-retention period provided in the preceding Paragraph, G-I shall notify the United States and Vermont at least ninety days before destroying any documents, records, or other information subject to the requirements of the preceding

Paragraph and, upon request by the United States or Vermont, G-I shall deliver the requested non-privileged documents, records, or other information to EPA, DOI, or Vermont ANR.

94. G-I or the Trustee may assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege recognized by federal or applicable state law. If G-I or the Trustee asserts such a privilege, it shall provide the following for each item withheld: (1) the title of the document, record, or information, including sampling and emissions data; (2) the date of the document, record, or information; (3) the name and title of each author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted. However, no final documents, records or other information that G-I or the Trustee is explicitly required to create or generate to satisfy a requirement of this Consent Decree shall be withheld on the grounds of privilege.

95. G-I or the Trustee may also assert that information required to be provided under this Section is protected as Confidential Business Information ("CBI") under 40 C.F.R. pt. 2. As to any information that G-I seeks to protect as CBI, G-I shall follow the procedures set forth in 40 C.F.R. pt. 2. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States or Vermont pursuant to applicable federal or state laws, regulations, or permits, nor does it limit or affect any duty or obligation of G-I to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits. However, no emissions data or sampling results generated pursuant to this Consent Decree shall be claimed as CBI.

XV. COSTS.

96. Except as otherwise provided in this Consent Decree, the Parties shall bear their own costs of this action, including attorneys' fees.

XVI. NOTICES

97. Unless otherwise specified herein, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and mailed or hand delivered to the following addresses:

As to the United States:

U.S. Department of Justice, ENRD:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611, Ben Franklin Station
Washington, D.C. 20044-7611
Re: DOJ No. 90-5-2-1-08656

EPA Region 1:

Sarah Meeks
Enforcement Counsel
US Environmental Protection Agency
One Congress Street, Suite 1100 (SES)
Boston, MA 02114

EPA Region 2:

U.S. EPA Region 2
Office of Regional Counsel
290 Broadway - 17th Floor
New York, NY 10007-1866

EPA Headquarters:

David Smith-Watts, Esq.
U.S. Environmental Protection Agency
Ariel Rios South Building
MS 2272A
1200 Pennsylvania Ave., N.W.
Washington, D.C. 20460

For notifications, submissions, or communications related to Natural Resource Damages:

DOI:

Office of the Solicitor-Environmental Restoration Branch
U.S. Department of the Interior
1849 C St NW
MS 3210
Washington, DC 20240

NOAA:

M.E. Rolle, Attorney-Advisor
National Oceanic and Atmospheric Administration
Office of General Counsel for Natural Resources
263 13th Ave. S., Suite 177
St. Petersburg, FL 33701

As to the State of Vermont:

For notifications, submissions, or communications related to the VAG Site:

John Schmeltzer
VAG VT ANR Project Manager
VT DEC Waste Management Division
103 South Main Street, West Building
Waterbury, VT 05671-0404

and

John D. Beling
Assistant Attorney General
Attorney General's Office
109 State Street
Montpelier, VT 05609-1001

As to G-I:

Legal Department
G-I Holdings Inc.
Attn: Celeste Wills or Environmental Counsel
1361Alps Road
Wayne, NJ 07470

As to the Custodial Trustee:

Dr. Alan Parsons
Pinnacle Environmental Consulting, LLC
19 Pheasant Run
Suite 200
East Kingston, NH 03827
(603) 642-9012

98. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above. Notices submitted by mail pursuant to this Section XVI shall be deemed submitted upon mailing, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

XVII. COVENANTS BY THE UNITED STATES

A. Section 303 of the CAA and Section 7003 of RCRA.

99. This Consent Decree resolves all civil causes of action of the United States on behalf of EPA that were alleged in the Complaint for declaratory and injunctive relief pursuant to Section 303 of CAA, 42 U.S.C. §7603, and Section 7003 of RCRA, 42 U.S.C. §6973 for conditions at, on, under, or emanating from the VAG Site.

100. This Consent Decree is not a permit, or a modification of any permit, under any federal, state, or local laws or regulations.

B. Covenants Not to Sue

101. Generator Sites. With respect to the Generator Sites (including releases of hazardous substances from any portion of the Generator Sites, and all areas affected by natural migration of such substances from the Generator Sites) and except as specifically provided in Section XIX (Reservation of Rights), the United States, on behalf of EPA, covenants not to sue or assert any civil claims or causes of action against G-I, ACI, and the G Holdings Entities pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, Section 7003 of RCRA, 42 U.S.C. § 6973, or any liabilities or obligations asserted in the United States' Proof of Claim.

102. Kin-Buc Landfill Superfund Site. With respect to the Kin-Buc Landfill Superfund Site (including releases of hazardous substances from any portion of the Kin-Buc Landfill Superfund Site, and all areas affected by natural migration of such substances from the Kin-Buc Landfill Superfund Site) and except as specifically provided in Section XIX (Reservation of Rights), the United States, on behalf of NOAA, covenants not to sue or assert any civil claims or causes of action against G-I, ACI, and the G Holdings Entities pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, or any liabilities or obligations asserted in the United States' Proof of Claim.

103. VAG Site. With respect to the VAG Site (including releases of hazardous substances from any portion of the VAG Site, and all areas affected by natural migration of such substances from the VAG Site), and except as specifically provided in Section XIX (Reservation of Rights), the United States, on behalf of EPA and DOI, covenants not to sue or assert any civil claims or causes of action against G-I, ACI, the G Holdings Entities, or the ISP Entities, pursuant to Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, the CAA, 42 U.S.C. § 7401 *et*

seq., , Section 7003 of RCRA, 42 U.S.C. § 6973, the FWPCA, 33 U.S.C. § 1251 *et seq.*, or any liabilities or obligations which were asserted in the United States' Proof of Claim.

104. Covered G-I Derivative Entities. Without in any way limiting the covenants not to sue (and the reservations thereto) set forth in Paragraphs 101, 102, and 103 above, such covenant not to sue (and the reservations thereto) shall also apply to G-I and ACI's, officers, directors, employees, trustees, future successors, and future assigns ("Covered G-I Derivative Entities"), but only to the extent that the alleged liability of any Covered G-I Derivative Entity is based solely on its status and in its capacity as a Covered G-I Derivative Entity and not to the extent the liability arose independently.

105. Covered G Holdings Derivative Entities. Without in any way limiting the covenants not to sue (and the reservations thereto) set forth in Paragraphs 101, 102, and 103 above, such covenant not to sue (and the reservations thereto) shall also apply to the G Holdings Entities' officers, directors, employees, trustees, future successors, and future assigns ("Covered G Holdings Derivative Entities"), but only to the extent that the alleged liability of any Covered G Holdings Derivative Entity is based solely on its status and in its capacity as a Covered G Holdings Derivative Entity and not to the extent the liability arose independently.

106. Covered ISP Derivative Entities.

a. Without in any way limiting the covenant not to sue (and the reservations thereto) set forth in Paragraph 103 above, such covenant not to sue (and the reservations thereto) shall also apply to the ISP Entities' officers, directors, employees, trustees, future successors, and future assigns ("Covered ISP Derivative Entities"), but only to the extent that the alleged liability of

any Covered ISP Derivative Entity is based solely on its status and in its capacity as a Covered ISP Derivative Entity and not to the extent the liability arose independently.

107. Except as set forth herein, this Consent Decree does not limit or affect the rights of G-I, the G-I Affiliated Entities, or of the United States against any third parties, not party to this Consent Decree.

108. Waivers by the United States on behalf of EPA, DOI and NOAA.

a. Upon approval of this Consent Decree by the Bankruptcy Court, the United States on behalf of EPA, DOI, and NOAA, waives its right and covenants not to object to any plan of reorganization of G-I and ACI, unless such plan is inconsistent with either (i) the terms of this Consent Decree or (ii) with the provisions addressing environmental obligations of the "Second Amended Joint Plan of Reorganization of G-I Holdings Inc. and ACI Inc. under Chapter 11 of the Bankruptcy Code," filed on December 3, 2008 (the "December Plan"). The parties agree that the December Plan is consistent with the terms of this Consent Decree provided the following modifications are made to such Plan, which modifications G-I agrees to include in such Plan:

i. Addition of a New Article 5A of The Plan:

"United States and Vermont Environmental Proofs of Claim.

The Plan incorporates a global settlement and compromise between G-I and its Affiliates with the United States and Vermont of the United States Environmental Proof of Claim, the Vermont Proofs of Claim, and the Adversary Complaint, which is memorialized in a Consent Decree between the United States and G-I and its Affiliates. This settlement and compromise has been approved by the Bankruptcy Court pursuant to Bankruptcy Rule 9019. The treatment to be afforded the United States and Vermont with regard to the United States Environmental Proof of Claim and the Vermont Proofs of

Claim is set forth in the Consent Decree. To the extent there is an inconsistency between the provisions of the Consent Decree and the Plan with regard to the treatment of the United States Environmental Proof of Claim and the Vermont Proofs of Claim, the Consent Decree will control."

ii. The December Plan shall be modified (i) to create a new classification of claims to include the United States Environmental Proof of Claim and the Vermont Proofs of Claim, and (ii) to provide that the treatment of such claims shall be as set forth in the Consent Decree.

iii. The December Plan shall be modified to provide: "With respect to environmental liabilities to the United States and Vermont, nothing in this Plan shall be construed to discharge or release any nondebtor from liability to the United States or Vermont other than as set forth in the Consent Decree, subject to the provisions of the Plan with respect to the injunctive provisions of 11 U.S.C. § 524(g)."

iv. The definition of "Environmental Claim for Remedial Relief" in Section 1.1.64 shall be modified to provide as follows: "'Environmental Claim for Remedial Relief' means the following Environmental Claims by a governmental unit with respect to properties currently owned or operated by the Debtors: (i) claims for recovery of response costs incurred post-petition with respect to response actions taken post-petition to address on hazards, threats, or releases; (ii) claims for recovery of civil penalties for violations of law resulting from post-petition actions of the Debtors; or (iii) actions seeking to compel the performance of an action to address a hazard, threat, or release under applicable environmental law. 'Environmental Claim for Remedial Relief' does not include claims for recovery of pre-petition expenditures or pre-petition penalties."

b. The United States on behalf of the Environmental Protection Agency, the National Oceanic and Atmospheric Administration, and the Department of the Interior is agreeing not to object to G-I's proposed plan, as set forth above, as part of the comprehensive settlement set forth in this Consent Decree. Although the United States on behalf of the Environmental Protection Agency, the National Oceanic and Atmospheric Administration, and the Department of the Interior, in the absence of a settlement, might have objected to certain provisions of the Plan to the extent those provisions may be asserted to expand the definition of dischargeable claim beyond that provided for under the Bankruptcy Code (11 U.S.C. §§ 101(5) and 1141(d)), the United States' potential objections will be moot if this Consent Decree is approved because the Consent Decree is a comprehensive settlement of the matter. The United States on behalf of the Environmental Protection Agency, the National Oceanic and Atmospheric Administration, and the Department of the Interior reserve the right to object to any Plan in the event that this Consent Decree is not approved.

c. The United States' Proof of Claim No. 1509 shall be deemed to be covered by matters addressed in this Consent Decree. Moreover, the United States shall be deemed to have filed proofs of claim for matters addressed in this Consent Decree, which proof of claim shall be deemed satisfied in full in accordance with the terms of this Consent Decree.

d. The United States covenants not to object to approval by the Bankruptcy Court of any proposed settlement among G-I and any of its insurance carriers or to seek to recover any proceeds of any settlement between G-I and its insurance carriers or any judgment obtained by G-I against its insurance carriers. The United States agrees that any transfer of rights in any of G-I's insurance policies to the United States with respect to the VAG Site, the Generator Sites, or

the Linden Sites is void and the United States waives any rights which the United States may have against any insurance carriers that may have liability to G-I with respect to the VAG Site, the Generator Sites, or the Linden Sites.

109. The United States' Covenant to the Trust. The United States covenants not to assert any claims or commence any action against the Trustee or the Trust other than to enforce the terms of this Consent Decree.

XVIII. COVENANTS BY VERMONT

110. In consideration of all of the foregoing, including the payments that will be made, and except as specifically provided in Section XIX (Reservation of Rights), Vermont covenants not to bring any Claim (as defined in the Plan of Reorganization), file a civil action, seek or issue any orders, or take any other administrative or other action against G-I, ACI, the G Holdings Entities, or the ISP Entities pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, or under 10 V.S.A. §§1259, 1274, 6610a, 6615 and 6616, or any other federal or state law, including common law, with respect to the VAG Site.

111. Covered G-I Derivative Entities. Without in any way limiting the covenant not to sue (and the reservations thereto) set forth in Paragraph 110 above, such covenant not to sue (and the reservations thereto) shall also apply to G-I and ACI's, officers, directors, employees, trustees, future successors, and future assigns ("Covered G-I Derivative Entities"), but only to the extent that the alleged liability of any Covered G-I Derivative Entity is based solely on its status and in its capacity as a Covered G-I Derivative Entity and not to the extent the liability arose independently.

112. Covered G Holdings Derivative Entities. Without in any way limiting the covenant not to sue (and the reservations thereto) set forth in Paragraph 110 above, such

covenant not to sue (and the reservations thereto) shall also apply to the G Holding Entities' officers, directors, employees, trustees, future successors, and future assigns ("Covered G Holdings Derivative Entities"), but only to the extent that the alleged liability of any Covered G Holdings Derivative Entity is based solely on its status and in its capacity as a Covered G Holdings Derivative Entity and not to the extent the liability arose independently.

113. Covered ISP Derivative Entities. Without in any way limiting the covenant not to sue (and the reservations thereto) set forth in Paragraph 110 above, such covenant not to sue (and the reservations thereto) shall also apply to the ISP Entities' officers, directors, employees, trustees, future successors, and future assigns ("Covered ISP Derivative Entities"), but only to the extent that the alleged liability of any Covered ISP Derivative Entity is based solely on its status and in its capacity as a Covered ISP Derivative Entity and not to the extent the liability arose independently.

114. Vermont waives its right and covenants not to object to any Plan of Reorganization of G-I and ACI. Vermont's Proofs of Claim Nos. 1157, 1158, and 1159 shall be deemed to be covered by matters addressed in this Consent Decree. Moreover, Vermont shall be deemed to have filed a proof of claim for matters addressed in this Consent Decree, which proof of claim shall be deemed satisfied in full in accordance with the terms of this Consent Decree.

115. Vermont covenants not to object to approval by the Bankruptcy Court of any proposed settlement among G-I and any of its insurance carriers or seek to recover any proceeds of any settlement between G-I and its insurance carriers or any judgment obtained by G-I against its insurance carriers. Vermont hereby assigns to G-I any rights which Vermont may have

against any of G-I's insurance carriers that may have liability to G-I with respect to the VAG Site.

116. Vermont covenants not to assert any claims or commence any action against the Trustee or the Trust other than to enforce the terms of this Consent Decree.

XIX. RESERVATION OF RIGHTS

117. Except as otherwise provided in Section XVII (Covenants by the United States) and Section XVIII (Covenants by Vermont), the United States, Vermont, G-I, ACI, the Covered G-I Derivative Entities, the G Holdings Entities, the Covered G Holdings Derivative Entities, the ISP Entities, and the Covered ISP Derivative Entities expressly reserve all claims, demands and causes of action either judicial or administrative, past, present or future, at law or in equity, that the United States, Vermont, or G-I may have against all other persons, firms, corporations, entities, or predecessors of G-I for any matter arising at or relating in any manner to the sites, causes of action, or claims addressed herein. Except as otherwise provided herein, this Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party not a party to this Consent Decree.

118. Notwithstanding the foregoing, the covenants not to sue contained in this Consent Decree shall not apply to, nor affect any action based on, a failure to meet a requirement of this Consent Decree or criminal liability. In addition, the parties reserve all rights and defenses they may have with respect to conduct of G-I, ACI, the Covered G-I Derivative Entities, the G Holdings Entities, the Covered G Holdings Derivative Entities, the ISP Entities and the Covered ISP Derivative Entities at the VAG Site and the Generator Sites occurring after the Lodging Date of this Consent Decree to the extent such conduct would give rise to liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, RCRA, 42 U.S.C. § 6901 *et seq.*, the CAA,

42 U.S.C. § 7401 et seq., or the FWPCA, 33 U.S.C. § 1251 *et seq*. For purposes of this Section, "conduct occurring after the Lodging Date" does not include conduct undertaken in accordance with this Consent Decree nor does it include the failure to satisfy or comply with an obligation arising prior to the Lodging Date. Nothing in this Consent Decree shall affect or limit such rights and defenses.

119. Nothing in this Consent Decree shall be deemed to limit the authority of the United States to take response action under Section 104 of CERCLA, 42 U.S.C. § 9604, or any other applicable law or regulation, or to limit the authority of Vermont to respond to releases and threats of releases of hazardous substances into the environment at and from the VAG Site pursuant to 10 V.S.A. §§ 1259, 1274, 6601a, 6615, and 6616 or any other applicable law or regulation, or to alter the applicable legal principles governing judicial review of any action taken by the United States or Vermont pursuant to that authority. Nothing in this Consent Decree shall be deemed to limit the information gathering authority of the United States or Vermont under Sections 104 and 122 of CERCLA, 42 U.S.C. §§ 9604 and 9622, or any other applicable federal or state law or regulation, or to excuse G-I from any disclosure or notification requirements imposed by CERCLA, RCRA, the CAA, the FWPCA, or any other applicable federal or state law or regulation. The United States and Vermont reserve all legal and equitable remedies available to enforce the provisions of this Consent Decree.

120. This Consent Decree shall in no way impair the scope and effect of the G-I's and ACI's discharge under Section 1141 of the Bankruptcy Code as to the United States, Vermont, any third parties, or as to any claims that are not addressed by this Consent Decree.

XX. COVENANTS TO THE UNITED STATES AND VERMONT

A. Covenants to the United States.

121. G-I, ACI, the Covered G-I Derivative Entities, the G Holding Entities, the Covered G Holdings Derivative Entities, the ISP Entities, and the Covered ISP Derivative Entities (with respect to the VAG Site) and G-I, the Covered G-I Derivative Entities, the G Holdings Entities, and the Covered G Holdings Derivative Entities (with respect to the Generator Sites) hereby covenant not to sue and agree not to assert or pursue any claims or causes of action against the United States, including, but not limited to, (i) any direct or indirect claim for reimbursement from the Hazardous Substances Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) under Sections 106(b)(2), 111, 112, 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9611, 9612, 9613, or any other provision of law; (ii) any claim against the United States, including any department, agency or instrumentality of the United States government, under Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613; or (iii) any claims arising out of response activities at the VAG Site or the Generator Sites, including any claim under the United States Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law. Nothing in this Consent Decree shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611 or 40 C.F.R. § 300.700(d). For purposes of this Paragraph only, the United States shall mean all departments, agencies, and instrumentalities of the United States, and shall not be limited to EPA, DOI, and NOAA.

B. Covenants to Vermont.

122. G-I, ACI, the Covered G-I Derivative Entities, the G Holding Entities, the Covered G Holdings Derivative Entities, the ISP Entities, and the Covered ISP Derivative

Entities hereby covenant not to sue and agrees not to assert or pursue any claims or causes of action against Vermont with respect to the VAG Site, including, but not limited to any claim against Vermont under Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613, 10 V.S.A. § 6615, or any other provision of law related to the VAG Site, or any claims arising out of response activities at the VAG Site, including any claim under the United States Constitution, the Vermont Constitution, or any other provision of law.

C. Covenants to the United States and Vermont.

123. G-I, the G Holdings Entities, and the ISP Entities further covenant not to pursue any claims, demands, or causes of action either judicial or administrative, past, present, or future, at law or in equity, that they may have against any other persons, firms, corporations, or entities, other than G-I's insurance carriers, for contribution, cost recovery, indemnity, or reimbursement for the costs that G-I will incur pursuant to this Consent Decree related to the VAG Site.

XXI. CONTRIBUTION PROTECTION

124. Generator Site Contribution Protection. With regard to all existing or future third-party claims with respect to the Generator Sites, including claims for contribution, the parties hereto agree that G-I, ACI, the G Holdings Entities, the Covered G-I Derivative Entities, and Covered G Holdings Derivative Entities are entitled to such protection from actions or claims as is provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2). Except as limited below, "matters addressed" in this settlement, as that phrase is used in Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), include all response actions taken and to be taken and all response costs incurred and to be incurred by the United States or potentially responsible parties for response costs. Notwithstanding the foregoing, with respect to the Tri Cities Barrel Superfund Site, the Novak Sanitary Landfill Superfund Site, the Maryland Stone Sand and Gravel Superfund Site,

and the Colesville Municipal Landfill Superfund Site, "matters addressed" shall be limited to the United States' claims for past and future unreimbursed costs set forth in the United States' Proof of Claim. Solely with respect to the Kin-Buc Landfill Superfund Site, "matters addressed" shall include natural resource damages incurred or to be incurred by the United States or potentially responsible parties as set forth in the United States' Proof of Claim. G-I expressly reserves any and all defenses it may have against any claims by third parties with respect to any matter, transaction, or occurrence relating in any way to the Generator Sites.

125. VAG Site Contribution Protection. With regard to all existing or future third-party claims with respect to the VAG Site, including claims for contribution, the parties hereto agree that G-I, ACI, the G Holdings Entities, the Covered G-I Derivative Entities, the Covered G Holdings Derivative Entities, the ISP Entities, and the Covered ISP Derivative Entities are entitled to such protection from actions or claims as is provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2). "Matters addressed" in this settlement, as that phrase is used in Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), include all response actions taken and to be taken and all response costs incurred and to be incurred by the United States, a state, or potentially responsible parties for response costs or natural resource damages at the VAG Site. G-I expressly reserves any and all defenses it may have against any claims by third parties with respect to any matter, transaction, or occurrence relating in any way to the VAG Site.

XXII. TREATMENT OF LINDEN SITES

126. With respect to all Linden Sites, all liabilities and obligations of G-I and ACI to the United States under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, and Section 7003 of RCRA, 42 U.S.C. § 6973, arising from Prepetition acts, omissions, or conduct of G-I and ACI, including without limitation the Prepetition generation, transportation, disposal or

release of hazardous wastes or materials or the Prepetition ownership or operation of hazardous waste facilities, shall be discharged under Section 1141 of the Bankruptcy Code by the confirmation of a Plan of Reorganization, and the United States shall receive no distributions in the Bankruptcy Cases with respect to such liabilities and obligations, but the applicable reorganized Debtors (G-I and ACI) may be required to pay the United States or such other party as they may designate, such amounts as are provided for in Paragraphs 127 and 129. Unless otherwise provided in a Settlement Agreement or Consent Decree, such liabilities and obligations shall be treated and liquidated as general unsecured claims on the terms specified herein.

127. If and when the United States undertakes enforcement activities in the ordinary course with respect to any Linden Site, the United States may seek a determination of the liability, if any, of G-I and/or ACI and may seek to obtain and liquidate a judgment of liability of G-I and/or ACI or enter into a settlement with G-I and/or ACI with regard to any of the Linden Sites in the manner and before the administrative or judicial tribunal in which the United States' claims would have been resolved or adjudicated if the Bankruptcy Cases had never been commenced. However, the United States shall not issue or cause to be issued any unilateral order or seek any injunction against G-I or ACI under Section 106 of CERCLA, 42 U.S.C. § 9606, or Section 7003 of RCRA, 42 U.S.C. § 6973, arising from the Prepetition acts, omissions, or conduct of G-I or ACI or their predecessors with respect to any Linden Sites. The United States, G-I, and ACI will attempt to settle each liability or obligation asserted by the United States against G-I or ACI relating to a Linden Site on a basis that is fair and equitable under the circumstances, including consideration of (i) settlement proposals made to other PRPs who are similar to G-I and ACI in the nature of their involvement with the Linden sites, (ii) the

fact of the Debtors' bankruptcy, and (iii) the circumstances of this Consent Decree, but nothing in this sentence shall create an obligation of the United States that is subject to judicial review. The aforesaid liquidation of liability may occur notwithstanding the terms of the Plan of Reorganization, the order confirming the Plan of Reorganization, or the terms of any order entered to effectuate the discharge received by G-I and ACI.

128. In any action or proceeding with respect to a Linden Site, G-I, ACI and the United States reserve any and all rights, claims, and defenses they would have been entitled to assert (except as limited by the Linden Sites Tolling Provision below) had the claim been liquidated in the ordinary course or during the course of the Bankruptcy Cases, including, without limitation, any argument that joint and several liability should or should not be imposed upon G-I and ACI. Nothing herein shall be construed to limit the Parties' rights to assert any and all rights, claims, and defenses they may have in actions or proceedings involving other parties with respect to any Linden Site.

129. In the event any Claim is liquidated pursuant to Paragraph 127 by settlement or judgment to a determined amount (the "Determined Amount"), the applicable Debtor(s) with which such settlement is made or against which such judgment is entered will pay the United States 8.6 percent of the Determined Amount.

130. Claims of or obligations to the United States resulting from G-I and ACI's conduct occurring after the Lodging Date of this Consent Decree at the Linden Sites that would give rise to liability under Sections 106 and 107(a)(1)-(4) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a)(1)-(4), or Section 7003 of RCRA, 42 U.S.C. §6973, shall not be discharged under Section 1141 of the Bankruptcy Code by the confirmation of a Plan of Reorganization nor shall

such claims or obligations be impaired or affected in any way by the Bankruptcy Cases or confirmation of a Plan of Reorganization.

131. Nothing in this Consent Decree, including but not limited to Paragraphs 104, 105, 106 and126, for the Linden Sites, shall impair or adversely affect any rights, claims, or causes of action of the United States against the G Holdings Entities, the G Holdings Derivative Entities, the ISP Entities, or the ISP Derivative Entities for the Linden Sites. Nothing in this Consent Decree may be used to alter the present liability, if any, of any G Holdings Entity, G Holdings Derivative Entity, ISP Entity, or ISP Derivative Entity.

132. Linden Sites Tolling Provision.

a. For purposes of this Paragraph, the "Tolling Period" shall be the period commencing on October 15, 2008 and ending on October 15, 2018, inclusive; provided that the United States may terminate the Tolling Period on 60 days advance notice to G-I and G-I may terminate the Tolling Period on one year advance notice to the United States. Termination of the Tolling Period by any party with respect to one or more of the Linden Sites will not impact the Tolling Period on the remaining Linden Sites. If the Tolling Period is terminated by any party, then the Tolling Period shall be the period commencing on October 15, 2008 and ending on the date the termination becomes effective. The Tolling Period shall not be included in computing the running of any statute of limitations potentially applicable to any action with respect to the Linden Sites brought among the United States, G-I, ACI, the G Holdings Entities, the ISP Entities and/or any Derivative Entity, as defined in Paragraphs 104, 105, and 106 above, pursuant to Sections 106 and 107(a)(1)-(4) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a)(1)-(4);

Section 7003 of RCRA, 42 U.S.C. §6973; Section 303 of CAA, 42 U.S.C. § 7603; or Sections 311 and 504 of the FWPCA, 33 U.S.C. §§ 1321 and 1364 ("Tolled Claims").

b. Any defenses of laches, estoppel, or waiver, or other equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period for the Tolled Claims.

c. G-I, ACI, the G Holdings Entities, the ISP Entities, the Derivative Entities, and the United States shall not assert, plead, or raise in any fashion, whether by answer, motion or otherwise, any affirmative defense, including, but not limited to, laches, estoppel, waiver, or other equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any action brought on the Tolled Claims.

d. This Tolling Provision does not constitute an admission or acknowledgment of any fact, conclusion of law, or liability by any party to this Consent Decree. Nor does this Tolling Provision constitute an admission or acknowledgment on the part of any party that any statute of limitations, or defense concerning the timeliness of commencing a civil action, is applicable to the Tolled Claims. All parties reserve the right to assert that no statute of limitations applies to any of the Tolled Claims and that no other defense based upon the timeliness of commencing a civil action is applicable. G-I, ACI, the G Holdings Entities, the ISP Entities, and any Derivative Entities as defined above reserve all rights and defenses which any of them may have, except as set forth in this Consent Decree, to contest or defend any claim or action the United States may assert or initiate against such entity.

e. These tolling provisions shall be effective upon entry of this Consent Decree by the Court pursuant to Paragraph 139. Any extension of the Tolling Period shall be treated as a non-material modification of this Consent Decree pursuant to Section XXIV (Modification).

f. During the Tolling Period, the United States agrees not to file any action against G-I, ACI, the G Holdings Entities, the ISP Entities, and/or any Derivative Entities with respect to the Linden Sites. Subject to the foregoing, this Tolling Provision does not limit in any way the nature or scope of any claims that could be brought by the United States in a complaint against G-I, ACI, the G Holdings Entities, the ISP Entities and/or any Derivative Entities as defined above.

g. This Tolling Provision is not intended to affect any claims by or against third parties.

XXIII. RETENTION OF JURISDICTION

133. The Bankruptcy Court and the District Court each retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Decree pursuant to Section XIII (Dispute Resolution) or entering, terminating or partially terminating, or modifying this Decree, or otherwise effectuating or enforcing compliance with the terms of this Consent Decree.

XXIV. MODIFICATION

134. The terms of this Consent Decree, including any Attachments, may be modified only by a subsequent written agreement of the Parties. With respect to any modification that constitutes a material change to this Consent Decree, such written agreement shall be filed with the Bankruptcy Court and effective only upon the Bankruptcy Court's approval. Any modification of the SOW, extensions of the Linden Sites Tolling Period, or changes to a reporting requirement of this Consent Decree shall be deemed a non-material modification. Any

disputes concerning modification of this Decree shall be resolved pursuant to Section XIII of this Consent Decree (Dispute Resolution).

XXV. PUBLIC PARTICIPATION

135. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States and Vermont reserve their rights to withdraw or withhold their respective consent if the comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. G-I consents to entry of this Consent Decree without further notice and agrees not to withdraw from or oppose entry of this Consent Decree by the Court or to challenge any provision of the Consent Decree.

XXVI. SIGNATORIES/SERVICE

136. Each undersigned representative certifies that he or she is fully authorized to enter into this Consent Decree and to execute and legally bind the Party he or she represents to the terms and conditions of this document. The non-governmental signatories represent that they have authority to legally obligate the G Holdings Entities, the ISP Entities, or any of their corporate subsidiaries or affiliates identified herein, to take all actions necessary to comply with the provisions of this Consent Decree.

137. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. The parties agree to accept service of process by mail pursuant to the provisions of Section XVI (Notices) with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons.

XXVII. INTEGRATION

138. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement of matters addressed in this Consent Decree. Other than the Attachments listed in Section XXX (Attachments), which are attached to and incorporated in this Decree, and deliverables that are subsequently submitted and approved pursuant to this Decree, no other document, representation, inducement, agreement, understanding, or promise constitutes any part of this Decree or the settlement it memorializes, nor shall evidence of any such document, representation, inducement, agreement, understanding, or promise be used in construing the terms of this Decree.

XXVIII. FINAL JUDGMENT

139. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States, the State of Vermont, G-I, and ACI. If this Consent Decree is not entered by the Court for any reason, the United States reserves all rights to obtain the injunctive relief described herein, and the Parties reserve all other rights, remedies, and defenses.

XXIX. TERMINATION OF INJUNCTIVE RELIEF

140. Section V of this Consent Decree, ("CAA and RCRA Injunctive Relief at the VAG Site,") may terminate at the earliest of (i) the completion by the Trust of the Work, (ii) the exhaustion of the cost caps set forth in Paragraph 10, or (iii) the conclusion of Settlement Year Nine. If the Trustee believes that the requirements of Section V have been completed in a satisfactory manner or that all applicable cost caps have been exhausted, it may serve upon the United States and Vermont a Request for Termination of Section V of this Consent Decree along

with a written certification that it has met the applicable Section V requirements and/or that all applicable cost caps have been exhausted.

141. Following receipt by the United States and Vermont of the Trustee's Request for Termination, the Parties shall confer informally concerning the Request and any disagreement as to whether the Trust has satisfactorily complied with the requirements for termination. If the United States, in consultation with Vermont, agrees that Section V may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating Section V of this Consent Decree. If the United States, in consultation with Vermont, does not find that it is appropriate under the terms of this Consent Decree to terminate Section V, such finding shall be subject to the Dispute Resolution provisions of Section XIII.

XXX. ATTACHMENTS

142. The following Attachments are attached to and incorporated into this Consent Decree and are made binding and enforceable as if fully set forth herein:

Attachment #1 – VAG Statement of Work ("SOW")
Attachment #2 – VAG Site Map
Attachment #3 – Custodial Trust Agreement
Attachment #4 – List of G Holdings Entities
Attachment #5 – List of ISP Entities

Dated and Entered this 24Th day of September, 2009

Hon. Rosemary Gambardella
UNITED STATES BANKRUPTCY JUDGE
District of New Jersey

So Agreed.

For the United States Department of Justice:

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So Agreed.

For the U.S. Environmental Protection Agency

Cynthia Giles

CYNTHIA GILES
Assistant Administrator
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
401 M Street, S.W.
Washington, D.C. 20460

In re: G-I Holdings Inc., et al
Case Nos. 01-30135 (RG) and 01-38790 (RG)

So Agreed.

For the State of Vermont, on behalf of the Vermont Agency for Natural Resources:

STATE OF VERMONT
WILLIAM H. SORRELL
ATTORNEY GENERAL

By: _____

John Beling
Assistant Attorney General
109 State Street
Montpelier, VT 05609-1001

So Agreed.

For G-I Holdings Inc., ACI Inc., and the G Holdings Entities (as defined herein):

Daniel Goldstein
General Counsel
G-I Holdings Inc.

So Agreed.

For the ISP Entities (as defined herein):

Jason Pollack
Senior Vice President
and Deputy General Counsel and Secretary

ATTACHMENT 3

UNITED STATES DISTRICT COURT
UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In Re:	Chapter 11
G-I HOLDINGS INC., et al.,	District Court Case No. 09-cv-05031 (GEB) Hon. Garrett E. Brown Jr., U.S.D.J.
Debtors.	Case Nos. 01-30135 (RG) and 01-38790 (RG) (Jointly Administered)
	Hon. Rosemary Gambardella, U.S.B.J.

ORDER CONFIRMING EIGHTH AMENDED JOINT PLAN OF REORGINIZATION OF G-I HOLDINGS INC. AND ACI INC. PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

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TABLE OF EXHIBITS

ORDER CONFIRMING EIGHTH AMENDED JOINT PLAN OF REORGINIZATION OF G-I HOLDINGS INC. AND ACI INC. PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

The Second Amended Joint Plan of Reorganization of G-I Holdings Inc. and ACI Inc. Pursuant to Chapter 11 of the Bankruptcy Code, dated December 3, 2008 (the "Second Amended Plan"), as thereafter amended pursuant to several modifications (the "Modifications") to the Second Amended Plan, including a Third Amended Plan filed on July 2, 2009, a Fourth Amended Plan filed on July 28, 2009, a Fifth Amended Plan filed on August 19, 2009, a Sixth Amended Plan filed on September 9, 2009, a Seventh Amended Plan filed on September 29, 2009, and an Eighth Amended Plan filed October 5, 2009 (all of the Modifications collectively reflected in the Eighth Amended Plan, the "Plan"),[1] having been filed with the Bankruptcy Court by G-I Holdings Inc. ("G-I") and its affiliate ACI Inc. ("ACI" and, together with G-I, the "Debtors" and, after the Effective Date, the "Reorganized Debtors"); and the Plan having been jointly proposed by the Debtors, the statutory asbestos claimants committee (the "Asbestos Claimants Committee"), consisting of the individuals and entities appointed on January 18, 2001 by the United States Trustee for the District of New Jersey (the "United States Trustee"), and C. Judson Hamlin, the Legal Representative of Present and Future Holders of Asbestos Related Demands appointed by the Bankruptcy Court pursuant to its order dated October 10, 2001 (the "Legal Representative" and, collectively with the Debtors and the Asbestos Claimants Committee, the "Plan Proponents"); and the Court having entered, pursuant to, *inter alia*, section

[1] Capitalized terms and phrases used but not otherwise defined herein have the meanings ascribed to such terms in the Plan. The rules of interpretation set forth in Section 1.3 of the Plan apply to this Order (the "Confirmation Order"). In accordance with Section 1.2 of the Plan, any term used in the Plan or this Confirmation Order that is not defined in the Plan or this Confirmation Order, but that is used in the Bankruptcy Code, has the meaning of that term in the Bankruptcy Code. Citations to the Bankruptcy Code and Rules are to the sections and rules as numbered and in effect prior to October 17, 2005.

A copy of the Plan (without the exhibits thereto) is attached hereto as Exhibit A and incorporated herein by reference.

1125 of the Bankruptcy Code and Bankruptcy Rule 3017(b), after due notice and hearing, the Order dated December 5, 2008 (the "Disclosure Statement and Solicitation Procedures Order"), by which the Bankruptcy Court, among other things, (i) approved the First Amended Disclosure Statement For Second Amended Joint Plan of Reorganization of G-I Holdings Inc. and ACI Inc. Pursuant to Chapter 11 of the United States Bankruptcy Code, dated December 3, 2008 (the "Disclosure Statement"), (ii) established procedures for the solicitation and tabulation of votes to accept or reject the Plan, and approved the forms of ballots to be used in connection therewith and (iii) scheduled a hearing to commence on January 28, 2009 (the "Confirmation Hearing") to consider confirmation of the Plan; and an affidavit of service having been executed by Epiq Bankruptcy Solutions, LLC ("Epiq"), in its capacity as the Bankruptcy Court-appointed solicitation and voting tabulation agent, attesting to the mailing of the notice of the Confirmation Hearing and solicitation materials in respect of the Plan in accordance with the Disclosure Statement and Solicitation Procedures Order (the "Affidavit of Service") and filed with the Bankruptcy Court on December 17, 2008; and the affidavits and certifications (the "Publication Affidavits") regarding the publication of the notices of the Confirmation Hearing in various publications having been filed on January 29, 2009, as required by the Disclosure Statement and Solicitation Procedures Order; and due notice of the Confirmation Hearing having been given to holders of Claims against and Equity Interests in the Debtors and to other parties in interest, all in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Disclosure Statement and Solicitation Procedures Order; and upon certification of the voting tabulation compiled by Epiq (the "Voting Declaration") reflecting that the requisite votes were obtained to support confirmation of the Plan; and the Bankruptcy Court having entered an Amended Plan Confirmation Scheduling Order (the "Amended Scheduling Order") on July 1, 2009 pursuant to

which the Bankruptcy Court, among other things, (i) established various deadlines for fact discovery and admissions relating to confirmation of the Plan, (ii) set September 4, 2009 as the deadline for parties in interest to file any objections to the Plan, and (iii) set September 30, 2009 at 11 a.m., prevailing Eastern time, for commencement of the Confirmation Hearing; and objections to the confirmation of the Plan having been filed on or before September 4, 2009 by (i) United States Gypsum Company; (ii) Pfizer Inc.; (iii) Quigley Company, Inc.; (iv) the State of Illinois; (v) Century Indemnity Company (which objection was subsequently withdrawn); (vi) the United States Of America, Department of Justice, Tax Division (the "IRS"), (vii) Continental Casualty Company (which objection was subsequently withdrawn), (viii) New York City Housing Authority; (ix) Los Angeles Unified School District; and (x) Owens-Illinois Inc. (which objection was subsequently withdrawn) (collectively, the "Confirmation Objections"); and the Confirmation Hearing having been held on September 30, 2009 and October 1, 5, 6, and 15, 2009; and the appearances of all interested parties having been noted in the record of the Confirmation Hearing, including the exhibits which were admitted into evidence (Docket No. 9665); and upon the testimony of all witnesses and other evidence propounded at the Confirmation Hearing; and upon (i) the memorandum of law in support of confirmation of the Plan filed by the Debtors on September 24, 2009 (Docket No. 9593), (ii) the declarations of C. Judson Hamlin and Michael Tannenbaum, together with the various exhibits and attachments thereto, filed by the Plan Proponents in support of the Plan (together, the "Declarations"), (iii) the expert report of Stephen F. Cooper, dated August 5, 2009 (the "Cooper Report"), (iv) the expert report of Daniel Beaulne, dated August 6, 2009, submitted by the IRS in opposition to the Plan (the "Beaulne Report"), (v) the rebuttal expert report of Stephen F. Cooper, dated August 20, 2009 (the "Cooper Rebuttal Report"), submitted in response to the Beaulne Report (the

Cooper Report, Beaulne Report and Cooper Rebuttal Report are referred to collectively as the "Expert Reports"), (vi) the supplemental brief in support of confirmation of the Plan filed by the Debtors on October 5, 2009 (Docket No. 9646), (vii) the response of the IRS to the Debtors' supplemental brief in support of confirmation filed October 9, 2009 (Docket No. 9659), and (viii) the reply of the Debtors in further support of confirmation of the Plan filed by the Debtors on October 13, 2009 (Docket Nos. 9660 and 9661); and upon the Motion for Partial Summary Judgment on Its First Objection to Confirmation filed by the IRS on January 23, 2009; and the Debtors having filed the Plan Supplement on September 18, 2009 containing certain schedules and exhibits to the Plan; and the Debtors having submitted a list of exhibits in support of the Plan on September 18, 2009 and the Debtors having filed an amendment to such list on September 21, 2009; and upon the arguments of counsel and the full record in these Chapter 11 Cases; and upon the District Court's partial withdrawal of the reference of the Confirmation Hearing pursuant to 28 U.S.C. § 157(d) to enable the Bankruptcy Court and the District Court to preside jointly over confirmation and issue the Confirmation Order; and the Court[2] having taken judicial notice of the papers and pleadings on file and prior hearings in these Chapter 11 Cases; and after due deliberation and sufficient cause appearing therefor; it is hereby

[2] All references to "the Court" in this Confirmation Order means the Bankruptcy Court and the District Court together, as jointly presiding over the Confirmation Hearing and issuing this Confirmation Order concurrently.

ORDERED, ADJUDGED AND DECREED:

I. JURISDICTION AND VENUE.

1. The Court has subject matter jurisdiction to confirm the Plan pursuant to 28 U.S.C. §1334.

2. Venue of the Chapter 11 Cases is proper in the district of New Jersey pursuant to 28 U.S.C. §§ 1408 and 1409.

3. Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(L).

II. MODIFICATIONS TO THE PLAN.

4. The Modifications to the Plan do not materially and adversely affect the treatment of any accepting impaired Class of Claims against or Equity Interests in the Debtors under the Plan. The Modifications to the Plan are either technical changes or clarifications that (i) do not materially or adversely change the treatment of the Claim of any creditor of the Debtors, (ii) have been consented to by the entities affected thereby or (iii) have been ruled on by the Court and approved in all respects. The Debtors are authorized to take any and all steps and actions necessary to implement or effectuate any of the transactions or other matters set forth in the Plan, as the same has been modified. (A blackline reflecting all of the Modifications since the filing of the Second Amended Plan is attached hereto as Exhibit B.)

5. In accordance with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, all holders of Claims against the Debtors who voted to accept the Second Amended Plan are deemed to have accepted the Eighth Amended Plan, as modified.

6. The filing of the Modifications and the service of the same constitute due and sufficient notice thereof.

7. The Plan complies with section 1127 of the Bankruptcy Code and the Modifications to the Plan are approved in all respects.

III. CONFIRMATION OF THE PLAN.

A. CONFIRMATION.

8. The Plan complies fully with sections 1122 and 1123 of the Bankruptcy Code. The Debtors have complied with section 1125 of the Bankruptcy Code with respect to the Disclosure Statement and the Plan.

9. The Plan, inclusive of all exhibits and schedules thereto and the Plan Supplement, is CONFIRMED.

B. REVOCATION, WITHDRAWAL, OR NON-CONSUMMATION.

10. The Plan shall become null and void in all respects if the Effective Date does not occur by the last date permitted by the definition thereof unless each Plan Proponent, in its sole and absolute discretion, executes and files with the Bankruptcy Court a written notice waiving the foregoing requirement of Plan effectiveness.

11. The revocation, withdrawal, or non-consummation of the Plan for any reason whatsoever shall not be deemed to constitute a waiver or release of any claims by the Debtors or any other Entity or to prejudice in any manner the rights of the Debtors or any other Entity in any further proceedings pending in, arising in, or relating to the Chapter 11 Cases.

12. If the Effective Date does not occur and the Plan becomes null and void, the parties shall be returned to the positions they would have held had the Confirmation Order not been entered, and nothing in the Plan, the Disclosure Statement, any of the Plan Documents, or any pleading filed or statement made in Court with respect to the Plan or the Plan Documents shall be deemed to constitute an admission or waiver of any sort or in any way limit, impair, or alter the rights of any Entity.

C. CONDITIONS TO EFFECTIVE DATE AND SUBSTANTIAL CONSUMMATION OF THE PLAN.

13. Nothing in this Confirmation Order shall in any way affect the provisions of Sections 10.1 and 10.2 of the Plan, which establish (1) the conditions precedent to the Effective Date of the Plan and (2) the circumstances under which any such provisions may be waived. If a condition to the occurrence of the Effective Date set forth in Section 10.1 of the Plan cannot be satisfied, and the occurrence of such condition is not waived in writing by the parties as set forth in Section 10.2 of the Plan, then the Plan shall be of no force and effect. Upon the satisfaction or waiver of the conditions contained in Section 10.1 of the Plan and the occurrence of the Effective Date, substantial consummation of the Plan, within the meaning of sections 1101 and 1127(b) of the Bankruptcy Code, is deemed to have occurred.

14. The Court has made the findings of fact and conclusions of law contemplated by Section 10.1(a) of the Plan for issuance of this Confirmation Order.

D. EFFECTS OF CONFIRMATION.

15. From and after the Effective Date, the terms of the Plan and this Confirmation Order shall be binding upon all Persons and parties in interest, including the Debtors, the Reorganized Debtors, any and all holders of Claims and Equity Interests (irrespective of whether such Claims and Equity Interests are impaired under the Plan or whether the holders of such Claims and Equity Interests accepted, rejected or are deemed to have accepted or rejected the Plan).

IV. APPROVAL, MODIFICATION AND EXECUTION OF PLAN-RELATED DOCUMENTS.

16. The Plan, the Plan Supplement, and all exhibits and schedules thereto, substantially in the form as they exist at the time of the entry of this Confirmation Order, including, without limitation, the documents relating to the Asbestos Trust, and each of the other

Plan-Related Documents (as such capitalized term is defined in Section XI.B of this Confirmation Order), are approved in all respects. All relevant parties, including the Debtors, the Reorganized Debtors and the Asbestos Trustees, shall be authorized, without further action by the Bankruptcy Court, to enter into and effectuate, to the extent applicable, and perform under the Plan-Related Documents, notwithstanding that the efficacy of such documents may be subject to the occurrence of the Effective Date.

17. The Plan Proponents are hereby authorized to amend or modify the Plan at any time prior to the substantial consummation of the Plan, but only in accordance with section 1127 of the Bankruptcy Code and Section 12.1 of the Plan. Without the need for a further order or authorization of the Court or further notice to any Persons, but subject to the express provisions of this Confirmation Order and Section 12.1 of the Plan, the Debtors are authorized and empowered to take such actions and sign such documents as are necessary or desirable to consummate the Plan as long as such actions and documents do not produce a materially adverse change to impaired creditors under the Plan.

V. CLAIMS BAR DATES AND OTHER CLAIMS MATTERS.

A. BAR DATE FOR ADMINISTRATIVE EXPENSE CLAIMS.

18. Except as otherwise provided in the Plan, all requests for payment of an Administrative Expense Claim shall be filed with the Bankruptcy Court and served on the United States Trustee and attorneys for the Debtors at the addresses set forth in Section 13.18 of the Plan not later than thirty (30) days after the Effective Date (the "Administrative Expense Claims Bar Date"). Unless the United States Trustee, Debtors or Reorganized Debtors object to an Administrative Expense Claim within forty-five (45) days after receipt of a request for payment, such Administrative Expense Claim shall be deemed Allowed in the amount requested. If the United States Trustee, Debtors or Reorganized Debtors object to an Administrative Expense

Claim, the Bankruptcy Court shall determine the Allowed amount of such Administrative Expense Claim; *provided, however*, that the United States Trustee, Debtors or Reorganized Debtors, as applicable, and the applicant may resolve such objection by stipulation, without further action of the Bankruptcy Court. Notwithstanding the foregoing, no request for payment of an Administrative Expense Claim need be filed with respect to an Administrative Expense Claim which is paid or payable by a Debtor in the ordinary course of business.

19. To the extent that an Administrative Expense Claim is Allowed against the Debtors, there shall be only a single recovery on account of such Allowed Claim; *provided, however*, that an Entity holding an Allowed Claim against each of the Debtors as co-obligors on such Claim may recover distributions from any such Debtor until such Entity has received payment in full on such Allowed Claim.

B. BAR DATE FOR PROFESSIONAL FEE CLAIMS.

20. All holders of any Claim for an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date pursuant to sections 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code shall (i) file their respective applications for final allowances of compensation for services rendered and reimbursement of expenses incurred through the Effective Date by a date no later than ninety (90) days after the Effective Date (the "Professional Fees Bar Date"), and (ii) if granted such an award by the Bankruptcy Court, be paid in full such amounts as are Allowed by the Bankruptcy Court (A) on or before the fifth business day after the date on which such Administrative Expense Claim becomes an Allowed Administrative Expense Claim, or (B) upon such other terms as may be mutually agreed upon between such holder of an Administrative Expense Claim and the Reorganized Debtors. To the extent, if any, that the Debtors withheld amounts awarded as interim compensation during the Chapter 11 Cases and such

amounts are within the final compensation and reimbursement awarded by the Court, the Reorganized Debtors shall pay all such withheld amounts on or before the fifth business day after which such Administrative Expense Claim becomes an Allowed Administrative Expense Claim.

C. BAR DATE FOR REJECTION DAMAGES CLAIMS.

21. Pursuant to Section 7.1 of the Plan, any executory contract or unexpired lease not set forth on Schedule 7.1 of the Plan Supplement that has not expired by its own terms on or prior to the Confirmation Date, which has not been assumed and assigned or rejected with the approval of the Bankruptcy Court, or which is not the subject of a motion to assume and assign or reject as of the Confirmation Date, shall be deemed rejected by the Debtors-in-Possession on the Confirmation Date and the entry of this Confirmation Order shall constitute approval of such rejection pursuant to sections 365(a) and 1123 of the Bankruptcy Code, *provided, however*, that the Debtors have the right, at any time prior to the Effective Date, to amend Schedule 7.1 to (a) delete any executory contract or unexpired lease listed therein, thus providing for its rejection; or (b) add any executory contract or unexpired lease to Schedule 7.1, thus providing for its assumption, or assumption and assignment. The Debtors shall provide notice of any amendments to Schedule 7.1 to the parties to the executory contracts and unexpired leases affected thereby.

22. If the rejection of an executory contract or unexpired lease by the Debtors-in-Possession pursuant to Section 7.1 of the Plan results in damages to the other party or parties to such contract or lease, any claim for such damages, if not previously evidenced by a filed proof of claim, shall be forever barred and shall not be enforceable against the Debtors, or their properties, agents, successors, or assigns, unless a proof of claim is filed with the Debtors' court-appointed claims agent or with the Bankruptcy Court and served upon the Debtors or Reorganized Debtors at the addresses set forth in Section 13.18 of the Plan on or before thirty

(30) days after the latest to occur of (a) the Confirmation Date, (b) the date of entry of an order by the Bankruptcy Court authorizing rejection of such executory contract or unexpired lease, and (c) any date before the Effective Date that the Debtors delete such executory contract or unexpired lease from the list of executory contracts and unexpired leases set forth in Schedule 7.1 of the Plan Supplement and provide notice of any amendments to Schedule 7.1 to the parties to the executory contracts and unexpired leases affected thereby ("Contract Rejection Bar Date").

D. ENFORCEMENT OF BAR DATES.

23. In accordance with section 502(b)(9) of the Bankruptcy Code, any Person or Entity that fails to file a proof of Claim by the Administrative Expense Claims Bar Date, Professional Fees Bar Date, Contract Rejection Bar Date or any other bar dates established in these Chapter 11 Cases (collectively, the "Bar Dates"), or was not otherwise permitted to file a proof of Claim after the applicable Bar Date by a Final Order of the Bankruptcy Court, is and shall be barred, estopped, and enjoined from asserting any Claim against the Debtors (i) in an amount that exceeds the amount, if any, that is identified in the Schedules on behalf of such Entity as undisputed, noncontingent and liquidated; or (ii) of a different nature or a different classification than any Claim identified in the Schedules on behalf of such Entity.

VI. EXECUTORY CONTRACT AND UNEXPIRED LEASE PROVISIONS AND RELATED PROCEDURES.

24. Each executory contract and unexpired lease identified in Schedule 7.1 to the Plan Supplement shall be deemed assumed in accordance with Section 7.1 of the Plan and entry of this Confirmation Order constitutes approval of such assumptions pursuant to section 365(a) of the Bankruptcy Code and a finding by the Bankruptcy Court that assumption of such

contracts and unexpired leases is in the best interest of the Debtors, their bankruptcy estates, and all parties in interest in the Chapter 11 Cases.

25. Except as may otherwise be agreed to by the parties, on or before the thirtieth (30th) day after the Effective Date, provided the non-debtor party to any assumed executory contract or unexpired lease has timely filed a proof of claim with respect to any cure amount due under the contract or lease, the Reorganized Debtors shall cure any and all undisputed defaults under each executory contract and unexpired lease assumed by the Debtors pursuant to the Plan, in accordance with section 365(b) of the Bankruptcy Code. All disputed defaults required to be cured shall be cured either within thirty (30) days of the entry of a Final Order determining the amount, if any, of the Reorganized Debtors' liability with respect thereto, or as may otherwise be agreed to by the parties. Unless a proof of claim was timely filed with respect thereto, all cure amounts and all contingent reimbursement or indemnity claims for prepetition amounts expended by the non-debtor parties to assumed executory contracts and unexpired leases are discharged by the entry of this Confirmation Order.

26. In accordance with Section 7.2 of the Plan, each of the Debtors' insurance policies, and any agreements, documents or instruments relating thereto, are treated as executory contracts under the Plan and are deemed assumed pursuant to the Plan, effective as of the Effective Date. Entry of this Confirmation Order constitutes approval of such assumptions pursuant to section 365(a) of the Bankruptcy Code and a finding by the Bankruptcy Court that assumption of the insurance policies is in the best interest of the Debtors, their bankruptcy estates, and all parties in interest in the Chapter 11 Cases; *provided, however*, nothing contained in this paragraph or the Plan shall constitute or be deemed a waiver of any cause of action the

Debtors may hold against any Entity, including, without limitation, the insurer, under any of the Debtors' policies of insurance.

27. All of the Debtors' settlement agreements with insurance companies entered into during the pendency of the Chapter 11 Cases and the related pleadings filed in support of such settlement agreements are herein specifically incorporated into Section 7.2 of the Plan.

28. In accordance with section 365 of the Bankruptcy Code, entry of this Confirmation Order constitutes approval and authorization of the Debtors' assumption and assignment to Building Materials Corporation of America of the Peak Oil Site Remediation Action Agreement, dated November 1, 1994 (the "Peak Oil Contract") identified on Schedule 7.1 of the Plan Supplement and a finding by the Bankruptcy Court that (i) assumption and assignment of the Peak Oil Contract is in the best interest of the Debtors and their bankruptcy estates and (ii) the assignee has provided adequate assurance of future performance in accordance with the Peak Oil Contract.

VII. CONTINUATION OF COMPENSATION AND BENEFIT PROGRAMS.

29. Except as provided in Section 7.1 of the Plan, the Debtors' existing pension plans and all savings plans, retirement plans, health care plans, performance-based incentive plans, retention plans, workers' compensation programs and life, disability, directors and officers liability, and other insurance plans are treated as executory contracts under the Plan and shall, on the Effective Date, be deemed assumed by the Debtors in accordance with sections 365(a) and 1123(b)(2) of the Bankruptcy Code. On and after the Effective Date, all Claims submitted for payment in accordance with the foregoing benefit programs, whether submitted prepetition or postpetition, shall be processed and paid in the ordinary course of business of the Reorganized Debtors, in a manner consistent with the terms and provisions of such benefit

programs. Nothing in this Confirmation Order, the Plan, the Bankruptcy Code (including section 1141 thereof), or any other document filed in any of the Debtors' bankruptcy cases shall be construed to discharge, release or relieve the Debtors, the Reorganized Debtors, or any other party, in any capacity, from any liability or responsibility with respect to the Retirement Plan for Hourly Paid Employees of Building Materials Corporation of America ("Pension Plan") under any law, governmental policy, or regulatory provisions. PBGC and the Pension Plan shall not be enjoined or precluded from enforcing such liability or responsibility as a result of any of the provisions of the Plan, including those providing for satisfaction, release, and discharge of claims, the Confirmation Order, the Bankruptcy Code (and section 1141 thereof), or any other document filed in any of the Debtors' bankruptcy cases.

VIII. CONTINUATION OF RETIREE BENEFITS.

30. On and after the Effective Date, pursuant to section 1129(a)(13) of the Bankruptcy Code, the Reorganized Debtors shall continue to pay all retiree benefits of the Debtors (within the meaning of section 1114 of the Bankruptcy Code), if any, at the level established in accordance with section 1114 of the Bankruptcy Code, at any time prior to the Confirmation Date, for the duration of the period for which the Debtors had obligated themselves to provide such benefits.

IX. CONTINUATION OF INDEMNIFICATION AND REIMBURSEMENT OBLIGATIONS.

31. The obligations of the Debtors to indemnify and reimburse persons who are or were directors, officers, or employees of any of the Debtors on the Commencement Date or at any time thereafter against and for any obligations (including, without limitation, fees and expenses incurred by the board of directors of any of the Debtors, or the members thereof, in connection with the Chapter 11 Cases) pursuant to articles of incorporation, codes of regulations,

bylaws, applicable state law, or specific agreement, or any combination of the foregoing, shall survive confirmation of the Plan, remain unaffected hereby, and not be discharged in accordance with section 1141 of the Bankruptcy Code, irrespective of whether indemnification or reimbursement is owed in connection with an event occurring before, on, or after the Commencement Date.

X. DISTRIBUTIONS UNDER THE PLAN.

A. DISTRIBUTIONS AND DISTRIBUTIONS AGENT.

32. The Distributions, as well as all procedures relating thereto, shall be made pursuant to Article V and VI of the Plan.

33. Reorganized G-I or its designee shall act as the Disbursing Agent. All Distributions under the Plan shall be made by the Disbursing Agent. The Disbursing Agent shall be empowered to (a) take all steps and execute all instruments and documents necessary to effectuate the Plan, (b) make Distributions contemplated by the Plan, (c) comply with the Plan and the obligations thereunder, and (d) exercise such other powers as may be vested in the Disbursing Agent pursuant to the order of the Bankruptcy Court, pursuant to the Plan or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions of the Plan.

B. RECORD DATE.

34. The record date for determining the holders of Allowed Claims and Allowed Equity Interests entitled to receive Distributions under the Plan shall be the Confirmation Date.

C. SETOFFS.

35. The Reorganized Debtors are authorized, pursuant to applicable bankruptcy and nonbankruptcy law, to set off against any Allowed Claim and the distributions to

be made pursuant to the Plan on account thereof (before any distribution is made on account of such Claim), the claims, rights and causes of action of any nature the Debtors or the Reorganized Debtors hold against the holder of such Allowed Claim; *provided, however*, that neither the failure to effect such a setoff nor the allowance of any Claim shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claims, rights and causes of actions that the Debtors or the Reorganized Debtors may possess against such holder.

XI. MATTERS RELATING TO IMPLEMENTATION OF THE PLAN.

A. APPROVAL OF THE GLOBAL SETTLEMENT.

36. The global settlement and compromise and all other settlements embodied in the Plan are approved in all respects. On the Effective Date, such compromises and settlements shall be binding upon the Debtors, all creditors, all holders of Equity Interests and other Persons, Entities, and parties in interest.

B. GENERAL AUTHORIZATION.

37. Pursuant to sections 1123 and 1142 of the Bankruptcy Code and any comparable provisions of the applicable business corporation law of any state (collectively, the "Reorganization Effectuation Statutes"), without further action by the Bankruptcy Court, the stockholders, members, managers or board of directors of each Debtor or Reorganized Debtor, as well any other appropriate officer of each Debtor or Reorganized Debtor (collectively, the "Responsible Officers"), are hereby authorized to: (a) take any and all actions necessary or appropriate to implement, effectuate and consummate the Plan, this Confirmation Order and the transactions contemplated thereby or hereby, including, without limitation, each of the other transactions identified in Article IV of the Plan and each of the transactions contemplated by or referenced in the Plan-Related Documents; and (b) enter into, execute and deliver, assign, adopt or amend, as the case may be, the Plan-Related Documents in accordance with their terms.

38. For purposes of this Confirmation Order, "Plan-Related Documents" shall include all contracts, instruments, releases, agreements and documents related to, or necessary to implement, effectuate and consummate, the Plan, including, but not limited to: (i) the Plan Documents, including, but not limited to, (a) each of the agreements and documents to be executed and delivered in connection with the Asbestos Trust, including, without limitation, the Asbestos Trust Agreement and the Asbestos Trust Distribution Procedures, (b) the Collateral Agency Agreement, (c) the Holdings Pledge Agreement, (d) the Trust Note, (e) the Letter of Credit, (f) Reorganized Debtors' Certificates of Incorporation, (g) Reorganized Debtors' By-Laws, and (h) the Cooperation Agreement; and (ii) all other contracts, instruments, agreements and documents to be executed and delivered by a Debtor or Reorganized Debtor in connection therewith.

39. To the extent that, under applicable non-bankruptcy law, any of the foregoing actions would otherwise require the consent or approval of the stockholders or directors of any of the Debtors or Reorganized Debtors, this Confirmation Order shall, pursuant to sections 1123(a)(5) and 1142 of the Bankruptcy Code and the Reorganization Effectuation Statutes, constitute such consent or approval, and such actions are deemed to have been taken by unanimous action of the directors and stockholders of the appropriate Debtor or Reorganized Debtor.

40. Without the need for further order or authorization of the Court, the Plan Proponents are authorized and empowered to make any and all modifications to any and all Plan-Related Documents that do not materially modify the terms of such documents adversely to any impaired creditor of the estates or any Plan Proponent, and are consistent with the Plan.

41. The approvals and authorizations specifically set forth in this Confirmation Order are non-exclusive and are not intended to limit the authority of a Debtor or Reorganized Debtor or any officer thereof to take any and all actions necessary or appropriate to implement, effectuate and consummate the Plan, this Confirmation Order, the Plan-Related Documents or the transactions contemplated thereby or hereby. In addition to the authority to execute and deliver, adopt or amend, as the case may be, the contracts, instruments, releases and other agreements, including, without limitation, the Plan-Related Documents, specifically granted in this Confirmation Order, each of the Debtors and the Reorganized Debtors is authorized and empowered, without further action in the Court or further action or consent by its directors, managers, trustees, members or stockholders, to take any and all such actions as any of its officers, managers or employees may determine are necessary or appropriate to implement, effectuate and consummate the Plan, this Confirmation Order, the Plan-Related Documents or the transactions contemplated thereby or hereby.

C. TITLE TO ASSETS.

42. Except as otherwise provided in the Plan and the Plan-Related Documents, upon the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property of the estates of the Debtors shall vest in the Reorganized Debtors free and clear of all Claims, Liens, encumbrances, charges, and other interests created prior to the Effective Date. From and after the Effective Date, the Reorganized Debtors may operate their businesses and may use, acquire, and dispose of property free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules in all respects as if there were no pending cases under any chapter or provision of the Bankruptcy Code, except as provided in the Plan.

D. TRANSFERS.

43. Each of the transfers of property of the Debtors or Reorganized Debtors, as the case may be, pursuant to the Plan: (a) are or shall be deemed to be legal, valid and effective transfers of property; (b) shall not constitute, or be construed to be, avoidable transfers under the Bankruptcy Code or under applicable nonbankruptcy law; and (c) shall not subject the Debtors or the Reorganized Debtors, as the case may be, to any liability by reason of such transfer under the Bankruptcy Code or under applicable nonbankruptcy law, including, without limitation, any laws affecting successor or transferee liability.

E. INSURANCE.

44. Notwithstanding anything to the contrary in this Confirmation Order, the Plan, or any Plan Document, nothing in this Confirmation Order, the Plan, or any of the Plan Documents (including any other provision that purports to be preemptory or supervening), shall in any way operate to, or have the effect of, impairing, in any respect, the legal, equitable, or contractual rights, if any, of any Entity that issued any insurance policies (the "Policies"), including but not limited to Policies issued to GAF Corporation, The Ruberoid Company, or any of the Debtors or their predecessors, and the various agreements related to the Policies (together, with the Policies, the "Insurance Agreements"), under or in connection with such Insurance Agreements. Nothing in the Plan or this Confirmation Order shall preclude any Entity from asserting in any proceeding any and all claims, defenses, rights, or causes of action that such Entity has or may have under or in connection with any of the Insurance Agreements or otherwise. Nothing in the Plan or this Confirmation Order shall be deemed to waive any claims, defenses, rights, or causes of action that any Entity has or may have under the provisions, terms, conditions, defenses and/or exclusions contained in the Insurance Agreements, including, but not

limited to any and all claims, defenses, rights, or causes of action based upon or arising out of Claims that are liquidated, resolved, discharged, channeled, or paid in connection with the Plan.

F. ISSUANCE OF EQUITY OF THE REORGANIZED DEBTORS.

45. Pursuant to the appropriate provisions of applicable state laws governing corporations or other legal entities and sections 1123 (including, without limitation, sections 1123(a)(5)(B) and (a)(5)(J)), 1141 and 1142(b) of the Bankruptcy Code, the Debtors or, as the case may be, the Reorganized Debtors and Holdings are hereby authorized to do the following: (a) prior to the Effective Date, Holdings shall cancel all Equity Interests in G-I (but not the G-I Class B Shares) for good and valuable consideration as part of the global settlement referred to in Section 4.1 of the Plan, and G-I shall authorize and issue to Holdings the G-I Class B Shares, which, on the Effective Date, shall represent one hundred percent (100%) of the equity interest in Reorganized G-I; (b) solely for purposes of ensuring ACI's recognition under Georgia corporate law, after the Confirmation Date, but prior to the Effective Date, G-I shall form a new ACI (with the corporate name, "New ACI Inc.") and G-I shall contribute all of its right, title and interest in its shares of old ACI to New ACI and immediately thereafter, old ACI will be liquidated into New ACI; (c) prior to the Effective Date, G-I shall cancel all Equity Interests in ACI (but not the ACI Class B Shares) for good and valuable consideration as part of the global settlement referred to in Section 4.1 of the Plan, and ACI shall authorize and issue to G-I the ACI Class B Shares, which, on the Effective Date, shall represent one hundred percent (100%) of the equity interest in ACI; and (d) the Debtors or, as the case may be, the Reorganized Debtors and Holdings may take any and all steps and other actions deemed necessary or appropriate to effectuate the transactions described in this paragraph and in accordance with the applicable terms of the Plan and this Confirmation Order, without any further action in or by the Bankruptcy Court or any other court, tribunal, agency or administrative proceeding, any further action or consent by its directors,

managers, trustees, members, stockholders or any other third parties, or any other notice, action, court order or process of any kind.

46. Each federal, state and local governmental agency or department is authorized and directed to accept the filing of any document or any other actions taken in relation to the transactions described in the preceding paragraph and in accordance with the applicable terms of the Plan and this Confirmation Order. This Confirmation Order is declared to be in recordable form and shall be accepted by any filing or recording officer or authority of any applicable governmental authority or department without any further orders, certificates or other supporting documents.

G. CORPORATE GOVERNANCE AND MANAGEMENT OF REORGANIZED DEBTORS.

47. On the Effective Date, the management, control, and operation of the Reorganized Debtors shall become the general responsibility of the Board of Directors of the Reorganized Debtors.

48. The members of the Board of Directors and officers of each of the Reorganized Debtors immediately before the Effective Date shall be the initial members of the Board of Directors and officers of each of the Reorganized Debtors on and after the Effective Date pursuant to Section 8.2 of the Plan and Schedule 8.2 to the Plan Supplement.

H. CREATION OF ASBESTOS TRUST.

49. On the Effective Date, the Asbestos Trust shall be created in accordance with Section 4.2 of the Plan and the Asbestos Trust Agreement. The Asbestos Trust is authorized and empowered to receive the property to be transferred to the Asbestos Trust pursuant to Section 4.4 of the Plan.

50. Pursuant to the Reorganization Effectuation Statutes, as applicable, and other appropriate provisions of applicable state laws governing corporations or other legal entities and section 1142(b) of the Bankruptcy Code, without further action by the Bankruptcy Court or the directors, managers, partners, members or stockholders of a Reorganized Debtor or further notice to any entities, the Reorganized Debtors are authorized to execute, deliver and perform their obligations under the Asbestos Trust Agreement and to execute, deliver, file and record all such other contracts, instruments, agreements or documents and take all such other actions as any of the Responsible Officers of the Reorganized Debtors may determine are necessary, appropriate or desirable in connection therewith. The Asbestos Trust Agreement, as in effect on the Effective Date, shall be substantially in the form of Exhibit 1.1.17 to the Plan. The Asbestos Trust Distribution Procedures shall be substantially in the form of Exhibit 1.1.18.

I. APPOINTMENT OF ASBESTOS TRUSTEES.

51. As of the Confirmation Date, the individuals identified in Exhibit 4.3 of the Plan to serve as Asbestos Trustees under the Asbestos Trust Agreement are appointed, and such appointment shall be effective as of the Effective Date.

J. TRANSFERS OF PROPERTY AND RIGHTS TO AND ASSUMPTION OF CERTAIN LIABILITIES BY THE ASBESTOS TRUST.

(i) Transfer of Books and Records to the Asbestos Trust.

52. On the Effective Date or as soon thereafter as is reasonably practicable, the books and records of the Debtors that pertain directly to Asbestos Claims shall be transferred, assigned, or otherwise disposed of pursuant to the terms and provisions of a certain Cooperation Agreement to be entered into by and between the Reorganized Debtors and the Asbestos Trust on the Effective Date, a copy of which is included in the Plan Supplement as Schedule 4.4(a) thereto.

53. On the date on which the CCR Payment Amount is paid to CCR, consistent with the terms of the CCR Settlement Agreement or as soon thereafter as is practicable, CCR shall assign to the Asbestos Trust all data and documentation concerning the underlying Asbestos Claims and any rights and claims against G-I that CCR received by agreement or operation of law in settling such Claims.

54. Pursuant to the Plan and this Confirmation Order, to the extent the Debtors or Reorganized Debtors provide any books and records under Section 4.4 of the Plan that contain privileged information, such transfer shall not result in the destruction or waiver of any applicable privileges pertaining to such information.

(ii) Funding of the Asbestos Trust.

55. The Reorganized Debtors and the Plan Sponsor shall fund the Asbestos Trust in accordance with Article IV of the Plan.

56. Pursuant to Section 4.4(c)(i) of the Plan, on the Effective Date, the Reorganized Debtors shall make the First Payment to Asbestos Trust.

57. Pursuant to Section 4.4(c)(ii) of the Plan, on the Effective Date, Reorganized G-I shall execute and deliver to the Asbestos Trust the Trust Note, as well as any and all documents and instruments related thereto and subject to Section 4.4(c)(iii) of the Plan, the Holdings Pledge Agreement and the Letter of Credit shall be executed and delivered to the Collateral Agent by the respective parties to such agreements and instruments.

58. Each of the Trust Note and the Collateral Agency Agreement shall be a valid and binding obligation of the parties thereto, in full force and effect, and enforceable in accordance with its terms, upon execution and delivery as of the Effective Date.

59. Subject to Section 4.4(c)(iii) of the Plan, the Holdings Pledge Agreement shall be a valid and binding obligation of each of the parties thereto, in full force and effect, and enforceable in accordance with its terms, upon execution and delivery as of the Effective Date.

60. Subject to Section 4.4(c)(iii) of the Plan, as of the Effective Date, the Capital Stock Lien shall attach to the G-I Class B Shares and the Collateral Agent shall thereby possess a valid and enforceable security interest in such shares, upon performance of delivery requirements specified in the Holdings Pledge Agreement with respect to such pledged collateral.

61. Pursuant to Section 4.4(c)(iii) of the Plan, on the Effective Date, Reorganized G-I or the Plan Sponsor shall provide and deliver to the Collateral Agent, or may cause other persons to provide and deliver to the Collateral Agent, a Letter of Credit in the Maximum Amount and, upon delivery of such Letter of Credit to the Collateral Agent, the Holdings Pledge Agreement shall be automatically terminated, and the Capital Stock Lien shall be immediately extinguished.

62. Pursuant to Section 4.11 of the Plan, payment of interest and principal under the Trust Note shall initially be secured by the Capital Stock Lien, subject to Section 4.4(c)(iii) of the Plan, and on and after the Effective Date, by the Letter of Credit upon the issuance thereof.

63. Pursuant to Section 4.4(d) of the Plan, after the Effective Date, and in addition to the First Payment to Asbestos Trust, Reorganized G-I shall make the payments set forth in the Trust Note as and when due.

64. Pursuant to Section 4.10 of the Plan, G-I's liabilities under the Plan will be funded in part by an equity infusion into G-I of $215 million from the Plan Sponsor.

65. The Reorganized Debtors, the Plan Sponsor, each Protected Party and their respective successors and assigns are hereby permanently enjoined from requesting any tribunal to enjoin draws on any Letter of Credit provided under the Plan for any reason, including, without limitation, if any one of them becomes a debtor under title 11 of the United States Code; *provided, however,* this provision shall not impair any of such enjoined persons' remedies if such a draw shall have been wrongful or fraudulent.

(iii) Assignment and Enforcement of Trust Causes of Action.

66. On the Effective Date, by virtue of the confirmation of the Plan, without further notice, action, or deed, the Trust Causes of Action shall be automatically assigned to, and indefeasibly vested in, the Asbestos Trust, and the Asbestos Trust shall thereby become the estate representative pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, with the exclusive right to enforce any and all of the Trust Causes of Action against any Entity, and the proceeds of the recoveries of any such Trust Causes of Action shall be deposited in the Asbestos Trust; *provided, however*, that nothing shall alter, amend or modify the Asbestos Permanent Channeling Injunction, releases, discharges, or Supersedeas Bond Action provisions contained in the Plan.

(iv) Institution and Maintenance of Legal and Other Proceedings.

67. As of the date subsequent to the Effective Date on which the Asbestos Trustees confirm in writing to the Reorganized Debtors that the Asbestos Trust is in a position to assume the responsibility, the Asbestos Trust shall be empowered to initiate, prosecute, defend, and resolve all legal actions and other proceedings related to any asset, liability, or responsibility of the Asbestos Trust, including Trust Causes of Action. The Asbestos Trust shall be empowered to initiate, prosecute, defend, and resolve all such actions in the name of G-I, ACI, or any of the Reorganized Debtors if deemed necessary or appropriate by the Asbestos Trust. The

Asbestos Trust shall be responsible for, and shall hold the Reorganized Debtors harmless from, the payment of all damages, awards, judgments, settlements, expenses, costs, fees, and other charges incurred subsequent to the Effective Date arising from or associated with any legal action or other proceeding that is the subject of this subsection.

(v) **Assumption of Certain Liabilities by the Asbestos Trust.**

68. On the Effective Date, the Asbestos Trust, subject to the terms of the Plan-Related Documents and in accordance with sections 524(g) and 1141 of the Bankruptcy Code, shall, and shall be deemed to, assume and succeed to all liability and responsibility for all Asbestos Claims; the Reorganized Debtors shall be completely discharged of such Claims and shall have no further financial or other responsibility or liability for pending or future Asbestos Claims or Demands; and all Protected Parties shall receive the protections of the Asbestos Permanent Channeling Injunction.

69. On the Effective Date, the Asbestos Trust shall assume, and shall have exclusive liability for, any deficiency portion of a Bonded Asbestos Personal Injury Claim remaining after crediting proceeds of any supersedeas bond or other payment assurances to which the holder of such Claim is determined by Final Order or agreement of the parties to be entitled. To the extent the Reorganized Debtors successfully prosecute or defend against a Supersedeas Bond Action resulting in the discharge or release of the relevant supersedeas bond or other payment assurance provided in connection therewith, any such recoveries shall inure to the benefit of the Reorganized Debtors. The Reorganized Debtors shall be entitled to compromise or settle any of the Supersedeas Bond Actions; *provided, however*, that any such compromise or settlement shall require the consent of the Asbestos Trust (which consent shall not be unreasonably withheld or delayed) to the extent the compromise or settlement results in

there being any deficiency portion of a Bonded Asbestos Personal Injury Claim after applying the proceeds of any supersedeas bond or equivalent form of payment assurance.

K. OTHER FUNDING FOR THE PLAN.

70. Pursuant to Section 4.4(e) of the Plan, the Reorganized Debtors, in their sole discretion, may fund any payment obligations under the Plan using (A) cash flow from BMCA, (B) dividends from any direct or indirect subsidiary of the Reorganized Debtors, (C) contributions to capital of the Reorganized Debtors from Plan Sponsor, (D) sales of Equity Interests in, or assets of, the Reorganized Debtors or any of their direct or indirect subsidiaries or (E) borrowings by Reorganized Debtors; *provided, however*, that the Cash necessary to pay holders of Allowed G-I Non-Priority Tax Penalty Claims shall be provided by ISP.

L. EXEMPTIONS FROM TAXATION.

71. Pursuant to section 1146(c)[3] of the Bankruptcy Code, (i) the issuance, transfer or exchange of notes, equity interests or other plan securities pursuant to the Plan or any of the Plan-Related Documents, the creation of any mortgage, deed of trust, or other security interest, the making or assignment of any lease or sublease, or the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan or any of the Plan-Related Documents, including any transfers in the United States from a Debtor to a Reorganized Debtor or any other Person or entity pursuant to the Plan, including, without limitation, the issuance, transfer or exchange of the G-I Class B Shares, ACI Class B Shares and Trust Note, the granting of the Capital Stock Lien pursuant to the Holdings Pledge Agreement, and delivery of the Letter of Credit pursuant to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real

[3] Such section was redesignated as section 1146(a) as part of the amendments to the Bankruptcy Code that became effective on and after October 17, 2005.

estate transfer tax, mortgage recording tax or other similar tax or governmental assessment, (ii) the appropriate state or local governmental officials or agents are hereby directed to forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment, and (iii) to the extent necessary, the Court retains jurisdiction to enforce the foregoing direction, by contempt or otherwise.

M. EXEMPTIONS FROM SECURITIES LAWS.

72. The issuance and distribution of any and all of (i) the G-I Class B Shares, ACI Class B Shares and Trust Note, and (ii) any other shares of stock, notes or other related rights, contractual, equitable or otherwise, issued, authorized or reserved under or in connection with the Plan, shall be, and shall be deemed to be, exempt from registration under any applicable federal or state securities law to the fullest extent permissible under applicable non-bankruptcy law and under bankruptcy law, including, without limitation, section 1145 of the Bankruptcy Code.

N. DELIVERY OF DOCUMENTS.

73. All entities holding Claims against or interests in the Debtors that are treated under the Plan shall be, and they hereby are, directed to execute, deliver, file or record any document, and to take any action necessary to implement, consummate and otherwise effect the Plan in accordance with its terms, and all such entities shall be bound by the terms and provisions of all documents executed and delivered by them in connection with the Plan.

O. CANCELLATION OF EXISTING SECURITIES AND AGREEMENTS.

74. Except for purposes of evidencing a right to distributions under the Plan, any document, agreement, or instrument evidencing any Claim or Equity Interest, other than an Asbestos Claim or any Claim that is unimpaired by the Plan, shall be deemed cancelled without

further act or action under any applicable agreement, law, regulation, order, or rule, and the obligations of the Debtors under such documents, agreements, or instruments evidencing such Claims and Equity Interests, as the case may be, shall be discharged; *provided, however*, that each Asbestos Claim shall be discharged as to the Debtors' estates and the Reorganized Debtors, and all Asbestos Claims (including all Demands) shall be subject to the Asbestos Permanent Channeling Injunction.

XII. RELEASES AND EXCULPATION PROVISIONS.

75. Each of the release and exculpation provisions as set forth in, among others, Sections 9.6 and 9.7 of the Plan, is incorporated herein in its entirety, and shall be immediately effective on the Effective Date of the Plan.

XIII. DISCHARGE AND INJUNCTIONS.

A. DISCHARGE OF CLAIMS.

76. In accordance with and not in limitation of sections 524 and 1141 of the Bankruptcy Code and, except as provided in the Plan, upon the Effective Date, all Claims against the Debtors' estates and the Reorganized Debtors shall be, and shall be deemed to be, discharged in full, and all holders of Claims shall be precluded and enjoined from asserting against the Debtors' estates and the Reorganized Debtors, or any of their assets or properties, any other or further Claim based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date, whether or not such holder has filed a proof of Claim. Upon the Effective Date, all Entities shall be forever precluded and enjoined, pursuant to section 524 of the Bankruptcy Code, from prosecuting or asserting any such discharged Claim against the Debtors' estates and the Reorganized Debtors.

B. INJUNCTIONS.

(i) Issuance of the Asbestos Permanent Channeling Injunction.

77. Pursuant to section 524(g) of the Bankruptcy Code, the Asbestos Permanent Channeling Injunction is hereby issued to become effective upon the Effective Date. Without limiting the foregoing, every Person and Entity is hereby permanently and forever stayed, restrained, and enjoined from taking any of the following actions for the purpose of, directly or indirectly, collecting, recovering, or receiving payment of, on, or with respect to any Asbestos Claim, all of which shall be channeled to the Asbestos Trust for resolution as set forth in the Asbestos Trust Distribution Procedures including, but not limited to: (a) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding (including, without express or implied limitation, a judicial, arbitral, administrative, or other proceeding) in any forum against or affecting any Protected Party or any property or interests in property of any Protected Party; (b) enforcing, levying, attaching (including, without express or implied limitation, any prejudgment attachment), collecting, or otherwise recovering by any means or in any manner, whether directly or indirectly, any judgment, award, decree, or other order against any Protected Party or any property or interests in property of any Protected Party; (c) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any Encumbrance against any Protected Party or any property or interests in property of any Protected Party; (d) setting off, seeking reimbursement of, contribution from, indemnification of or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability owed to any Protected Party or any property or interests in property of any Protected Party; and (e) proceeding in any manner in any place with regard to any matter that is subject to resolution pursuant to the Asbestos Trust Agreement or the Asbestos Trust Distribution Procedures, except in conformity and compliance therewith.

(ii) Protected Parties Under the Asbestos Permanent Channeling Injunction.

78. Pursuant to the Asbestos Permanent Channeling Injunction set forth in the Plan, each of the following parties is a "Protected Party" under this Confirmation Order and the Asbestos Permanent Channeling Injunction:

a. the Debtors;

b. the Reorganized Debtors;

c. each Affiliate listed on Exhibit 1.1.101(c) to the Plan, as also attached to this Confirmation Order as Exhibit C;

d. each Entity that, pursuant to the Plan or after the Effective Date, becomes a direct or indirect transferee of, or successor to, any assets of the Debtors' estates, the Reorganized Debtors, or the Asbestos Trust, but solely to the extent that an Asbestos Claim is asserted against such Entity by reason of its becoming such a transferee or successor;

e. each Entity that, pursuant to the Plan or after the Effective Date, makes a loan to the Reorganized Debtors, any Protected Party, or the Asbestos Trust or to a successor to, or transferee of, any assets of the Debtors' estates, the Reorganized Debtors, or the Asbestos Trust, but solely to the extent that an Asbestos Claim is asserted against such Entity by reason of its making such loan or to the extent that any pledge of assets made in connection with such a loan is sought to be upset or impaired; and

f. each Entity alleged to be directly or indirectly liable for the conduct of, Claims against, or Demands on the Debtors, the Debtors' estates, the Reorganized Debtors, or the Asbestos Trust on account of Asbestos Claims by reason of one or more of the following:

i. such Entity's ownership of a financial interest in the Debtors, the Reorganized Debtors, a past or present Affiliate of the Debtors or the Reorganized Debtors, or a predecessor in interest of the Debtors or the Reorganized Debtors, but solely in such Entity's capacity as such;

ii. such Entity's involvement in the management of the Debtors, an Affiliate, the Reorganized Debtors, or any predecessor in interest of the Debtors, or the Reorganized Debtors, but solely in such Entity's capacity as such;

iii. such Entity's service as an officer, director, or employee of the Debtors, the Reorganized Debtors, any past or present Affiliate of the Debtors or the Reorganized Debtors, any predecessor in interest of the Debtors or the Reorganized Debtors, or any Entity that owns or at any time has owned a financial interest in the Debtors or the Reorganized Debtors, any past or present Affiliate of the Debtors or the Reorganized Debtors, or any predecessor in interest of the Debtors or the Reorganized Debtors, but solely in such Entity's capacity as such;

iv. such Entity's provision of insurance to the Debtors, the Reorganized Debtors, any past or present Affiliate of the Debtors or the Reorganized Debtors, any predecessor in interest of the Debtors or the Reorganized Debtors, any Entity that owns or at any time has owned a financial interest in the Debtors or the Reorganized Debtors, any past or present Affiliate of the Debtors or the Reorganized Debtors, or any predecessor in interest of the Debtors or the Reorganized Debtors, but only to the extent that the Debtors, the Reorganized Debtors, or the Asbestos Trust enters into a settlement with such Entity that is approved by the Bankruptcy Court and expressly provides that such Entity shall be entitled to the protection of the Asbestos Permanent Channeling Injunction as a Protected Party; or

v. such Entity's involvement in a transaction changing the corporate structure, or in a loan or other financial transaction (including involvement in providing financing or advice to an Entity involved in such a transaction or acquiring or selling a financial interest in an Entity as part of such a transaction), affecting the financial condition of the Debtors, an Affiliate, the Reorganized Debtors, any past or present Affiliate of the Debtors or the Reorganized Debtors, or any predecessor in interest of the Debtors or the Reorganized Debtors, but solely in such Entity's capacity as such.

(iii) Injunction of Claims.

79. In accordance with and not in limitation of sections 524 and 1141 of the Bankruptcy Code, and except as otherwise expressly provided in the Plan, this Confirmation Order or such other applicable order of the Bankruptcy Court, all Persons or Entities who have held, currently hold or subsequently hold Claims or other debt or liability that are discharged pursuant to the Plan are permanently enjoined, from and after the Effective Date, from (a) commencing or continuing in

any manner any action or other proceeding of any kind on any such Claim or other debt or liability pursuant to the Plan against the Debtors, the Debtors-in-Possession or the Reorganized Debtors, the Debtors' estates or properties or interests in properties of the Debtors or the Reorganized Debtors, (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Debtors, the Debtors-in-Possession or the Reorganized Debtors, the Debtors' estates or properties or interests in properties of the Debtors, the Debtors-in-Possession or the Reorganized Debtors, (c) creating, perfecting, or enforcing any encumbrance of any kind securing a discharged claim against the Debtors, the Debtors' estates, the Debtors-in-Possession or the Reorganized Debtors or against the property or interests in property of the Debtors, the Debtors' estates, the Debtors-in-Possession or the Reorganized Debtors, and (d) except to the extent provided, permitted or preserved by sections 553, 555, 556, 559 or 560 of the Bankruptcy Code or pursuant to the common law right of recoupment, asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from the Debtors, the Debtors' estates, the Debtors-in-Possession or the Reorganized Debtors or against the property or interests in property of the Debtors, the Debtors' estates, the Debtors-in-Possession or the Reorganized Debtors, with respect to any such Claim or other debt or liability discharged or enjoined or channeled pursuant to the Plan.

(iv) Term of Existing Injunctions or Stays.

80. Unless otherwise provided in the Plan, all injunctions or stays provided for in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code, by order of the Court or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the later of the Effective Date and the date indicated in any such applicable order.

(v) Injunction Against Interference With Plan of Reorganization.

81. Pursuant to sections 105 and 1142 of the Bankruptcy Code, from and after the Effective Date, all holders of Claims, demands, and Equity Interests and other parties in

interest, along with their respective present or former employees, agents, officers, directors, principals and Affiliates shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan except for actions expressly allowed by the Bankruptcy Code to attain legal review.

XIV. ISSUES RELATED TO PLAN AND CONFIRMATION OBJECTIONS.

A. RESOLUTION OF ISSUES RELATED TO PLAN.

82. Certain issues related to the Plan, regarding which no Confirmation Objections were filed, were resolved by agreement between the parties, subject to the terms and conditions set forth below.

(vi) United States Trustee.

83. The reservation of rights filed by the United States Trustee on July 17, 2009, was resolved by the amendments to the Plan.

(vii) Century Indemnity Company and Continental Casualty Company.

84. The Confirmation Objections of Century Indemnity Company and Continental Casualty Company have been withdrawn.

B. RESOLUTION OR OVERRULING OF CONFIRMATION OBJECTIONS.

85. Objections to Confirmation, whether informal or filed as Confirmation Objections, to the extent not satisfied by the Modifications or by a separate agreement, are hereby resolved on the terms and subject to the conditions set forth below or are OVERRULED and DENIED for the reasons set forth on the record at the Confirmation Hearing.

86. The compromises and settlements contemplated by each resolution to an objection are fair, equitable and reasonable, are in the best interests of the Debtors and their respective estates and creditors and are hereby expressly approved pursuant to Bankruptcy Rule 9019. All withdrawn objections are deemed withdrawn with prejudice.

(viii) Internal Revenue Service.

87. The IRS's Confirmation Objections are overruled with prejudice.

(ix) New York City Housing Authority.

88. The NYCHA's Confirmation Objection is overruled with prejudice.

(x) Los Angeles Unified School District and State of Illinois.

89. The Confirmation Objections of the Los Angeles Unified School District and State of Illinois are overruled with prejudice.

(xi) Quigley Company, Inc., Pfizer, Inc. and United States Gypsum.

90. The Confirmation Objections of Quigley Company, Inc., Pfizer, Inc. and United States Gypsum are overruled with prejudice.

(xii) Novak Group.

91. The Novak Group's submission filed on July 17, 2009, to the extent it states a confirmation objection, is overruled with prejudice.

XV. ASBESTOS CLAIMANTS COMMITTEE AND LEGAL REPRESENTATIVE.

92. Except as provided below, the Asbestos Claimants Committee and the Legal Representative shall continue in existence until the Effective Date.

93. Except as provided below, on the Effective Date, the rights, duties, and responsibilities of the Legal Representative shall be as set forth in the Asbestos Trust Agreement.

94. Except as provided below, on the Effective Date, the Asbestos Claimants Committee shall dissolve, and its respective members shall, and shall be deemed to, be released and discharged from all duties and obligations arising from or related to the Chapter 11 Cases.

95. Notwithstanding any of the foregoing, the Asbestos Claimants Committee and the Legal Representative shall continue in existence and shall have post-Effective Date standing and capacity to (i) complete matters, if any, including, without limitation, litigation,

appeals, or negotiations pending as of the Effective Date which are not released pursuant to the Plan; (ii) object to or defend the Administrative Expense Claims of professionals employed by or on behalf of the Estates; (iii) participate with the Debtors or Reorganized Debtors to oppose any appeals of the Confirmation Order; and (iv) prepare and prosecute applications for the payment of fees and reimbursement of expenses.

96. The Asbestos Claimants Committee, its members, and its professionals, as well as the Legal Representative and his professionals, shall have the right to seek, and shall be entitled to, reasonable fees and reimbursement of expenses pursuant to sections 330 of the Bankruptcy Code for services rendered (including those services arising from or connected with any pending matter referred to in Section 13.9(d) of the Plan). The Debtors shall pay such reasonable fees and expenses awarded through the Effective Date, in accordance with the fee and expense procedures set forth in the Bankruptcy Code and Bankruptcy Rules or otherwise promulgated during the Chapter 11 Cases. The Reorganized Debtors shall pay such reasonable fees and expenses awarded after the Effective Date, but only to the extent that such reasonable fees and expenses are not expenses of the Asbestos Trust, in which case those portions of such fees and expenses shall be paid as Asbestos Trust expenses in accordance with the Asbestos Trust Agreement, with the remainder to be paid by the Reorganized Debtors.

XVI. RETENTION OF JURISDICTION BY THE BANKRUPTCY COURT AND THE DISTRICT COURT.

A. RETENTION OF EXCLUSIVE JURISDICTION BY THE BANKRUPTCY COURT.

97. The Bankruptcy Court shall retain jurisdiction and retain all exclusive jurisdiction it has over any matter arising under the Bankruptcy Code, arising in or related to the Chapter 11 Cases or the Plan, or that relates to any of the matters listed in Section 11.1 of the Plan.

B. NON-CORE JURISDICTION.

98. To the extent the Bankruptcy Court can not determine a matter within the District Court's subject matter jurisdiction after the Effective Date, the reference to the "Bankruptcy Court" in Article XI of the Plan shall be deemed to be replaced by the "District Court." Notwithstanding anything in the Article XI of the Plan to the contrary, (i) the resolution and payment of Asbestos Claims, and the forum in which such resolution and payment will be determined, will be governed by and in accordance with the Asbestos Trust Distribution Procedures and the Asbestos Trust Agreement, and (ii) the Bankruptcy Court and the District Court shall have concurrent rather than exclusive jurisdiction with respect to (x) disputes relating to rights under insurance policies issued to the Debtors, and (y) disputes relating to the Debtors' rights to insurance with respect to Workers' Compensation Claims.

C. JURISDICTION OVER TAX CLAIM LITIGATION.

99. The District Court shall retain sole jurisdiction over the litigation in the action styled *United States v. G-I Holdings Inc.*, Case No. 02-03082 (D.N.J.) (pending resolution or dismissal without prejudice of that action) and, as a consequence, the Reorganized Debtors shall not file any petition in the United States Tax Court with respect to the Claims subject to that litigation pending final resolution or dismissal without prejudice of that action.

D. JURISDICTION RELATING TO ISP.

100. International Specialty Products, Inc. has minimum contacts with the United States of America and is therefore subject to the personal jurisdiction of the Bankruptcy Court and District Court.

XVII. MISCELLANEOUS.

101. The provisions of this Confirmation Order are integrated with each other and are nonseverable and mutually dependent.

102. In connection with the Plan and all instruments issued in connection therewith and distributed thereon, the Debtors, or any other paying agent, as applicable, shall comply with all applicable withholding and reporting requirements imposed by any federal, state, or local taxing authority, and all Distributions under the Plan shall be subject to any such withholding or reporting requirements. Notwithstanding the above, each holder of an Allowed Claim that is to receive a Distribution under the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding, and other tax obligations, on account of such Distribution. Any party issuing any instrument or making any Distribution under the Plan has the right, but not the obligation, to refrain from making a Distribution, until such holder has made arrangements satisfactory to such issuing or disbursing party for payment of any such tax obligations.

103. The Reorganized Debtors shall, in the ordinary course of business and without the necessity for any approval by the Court, pay the reasonable fees and expenses of professional persons incurred from and after the Effective Date by the Reorganized Debtors, including, without limitation, those fees and expenses incurred in connection with the implementation and consummation of the Plan.

104. All requirements of Bankruptcy Code section 524(g)(3)(A) are satisfied to render the channeling injunction herein irrevocable and not subject to modification except through appeal in accordance with Bankruptcy Code section 524(g)(6).

105. All requirements for confirmation set forth in Bankruptcy Code section 1129(a) are satisfied, except that Classes 3A, 5, 7, 10A, 11, 12A and 12B rejected or are deemed to reject the Plan.

106. G-I's estate is insolvent. Because the channeling injunction pursuant to Bankruptcy Code section 524(g) is not available in chapter 7 cases, and the operating business owned by the Debtors can not be a going concern without the channeling injunction protecting it from the assertion of hundreds of thousands of Asbestos Claims and Demands, Bankruptcy Code section 1129(a)(7)(A)(ii) is satisfied because in chapter 7 there would be no value in excess of the value necessary to pay the structurally senior debt owed by Building Materials Corporation of America to its creditors.

107. The (a) proposal of the Plan by the Asbestos Claimants Committee and the Legal Representative, (b) exposure of the Debtors to the marketplace for more than eight years in chapter 11 while the Debtors' subsidiary, Building Materials Company of America, filed its financial statements publicly with the Securities and Exchange Commission, and (c) leverage the Asbestos Claimants Committee had to prevent confirmation of the Plan by preventing the 75% vote of asbestos claimants required by Bankruptcy Code section 524(g)(2)(B)(ii)(IV)(bb) to attain the channeling injunction, created a robust market test to assure that the new value provided by the Plan Sponsor to purchase the Reorganized Debtors is necessary, adequate, monetized, and fair.

108. As to the rejecting classes of impaired Claims, the requirements of Bankruptcy Code section 1129(b) are satisfied to confirm the Plan over such rejections.

109. The determinations, findings, judgments, decrees and orders set forth or incorporated herein, as decreed by the Court, constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceedings pursuant to Bankruptcy Rule 9014. Each finding of fact set forth or incorporated herein, to the extent it is or may be deemed a conclusion of law, shall also constitute a conclusion of law.

Each conclusion of law set forth or incorporated herein, to the extent it is or may be deemed a finding of fact, shall also constitute a finding of fact.

110. This Confirmation Order is a final order and the period in which an appeal may be timely filed shall commence upon the entry hereof.

111. All fees payable pursuant to section 1930 of title 28 of the United States Code, as determined by the Bankruptcy Court, shall be paid on the Effective Date or as soon as practicable thereafter. All post-confirmation and post-Effective Date fees that are due and payable shall be paid by the Reorganized Debtors until the Chapter 11 Cases are closed pursuant to section 305(a) of the Bankruptcy Code.

XVIII. NOTICE OF ENTRY OF CONFIRMATION ORDER.

112. Pursuant to Bankruptcy Rules 2002(f)(7) and 3020(c), the Debtors or the Reorganized Debtors are directed to serve, within 10 days after the occurrence of the Confirmation Date, a notice of the entry of this Confirmation Order, which shall include notice of the bar dates established by the Plan and this Confirmation Order, the issuance of the Asbestos Permanent Channeling Injunction and notice of the Effective Date, substantially in the form of Exhibit D attached hereto and incorporated herein by reference (the "Confirmation Notice"), on all parties that received notice of the Confirmation Hearing, including, without limitation, the various counsel to holders of Asbestos Claims; *provided, however*, that the Debtors or the Reorganized Debtors are directed to serve the Confirmation Notice directly on those holders of Asbestos Claims that received Solicitation Packages directly from the Debtors pursuant to the terms of the Disclosure Statement and Solicitation Procedures Order.

113. As soon as practicable after the Confirmation Date, the Debtors shall make copies of this Confirmation Order and the Confirmation Notice available on Epiq's website (http://chapter11.epiqsystems.com/).

114. No later than 20 Business Days after the Confirmation Date, the Reorganized Debtors are directed to publish the version of the Confirmation Notice attached hereto as Exhibit E once in the national editions of the *New York Times*, *USA Today*, and the *Wall Street Journal*.

XIX. NO JUST CAUSE FOR DELAY.

115. The Court determines ~~there is no just cause for delay, and~~ that this Confirmation Order shall ~~not~~ be stayed until Monday, November 16, 2009 at 5 p.m. Eastern Standard Time and shall take effect immediately ~~upon entry~~ thereafter, notwithstanding anything to the contrary in Bankruptcy Rules 3020(e) or 7062(a).

THIS ORDER IS HEREBY DECLARED TO BE IN RECORDABLE FORM AND SHALL BE ACCEPTED BY ANY RECORDING OFFICER FOR FILING AND RECORDING PURPOSES WITHOUT FURTHER OR ADDITIONAL ORDERS, CERTIFICATIONS OR OTHER SUPPORTING DOCUMENTS.

Dated:

11/12/2009 /s/ Rosemary Gambardella

The Honorable Rosemary Gambardella
UNITED STATES BANKRUPTCY JUDGE

11/12/2009 /s/ Garrett E. Brown, Jr.

The Honorable Garret E. Brown, Jr.
CHIEF UNITED STATES DISTRICT JUDGE

ATTACHMENT 4

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re: G-I HOLDINGS INC., et al., Debtors.	In Proceedings for Reorganization under Chapter 11 Case Nos. 01-30135 (RG) and 01-38790 (RG) (Jointly Administered) Hon. Rosemary Gambardella, U.S.B.J.

ORDER PURSUANT TO BANKRUPTCY RULE 9019(a) APPROVING SETTLEMENT WITH THE UNITED STATES, ON BEHALF OF THE U.S. ENVIRONMENTAL PROTECTION AGENCY, THE U.S. DEPARTMENT OF THE INTERIOR FISH AND WILDLIFE SERVICE, AND THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION, AND WITH THE STATE OF VERMONT

Based upon the record in this matter, the relief set forth in paragraphs one to four on the following pages, numbered two (2) through three (3), is hereby **ORDERED**.

7-22-09

USBJ

In re G-I Holdings Inc., et al.
CASE NOS. 01-30135(RG) AND 01-38790(RG) (JOINTLY ADMINISTERED)

ORDER PURSUANT TO BANKRUPTCY RULE 9019(a) APPROVING SETTLEMENT WITH THE UNITED STATES, ON BEHALF OF THE U.S. ENVIRONMENTAL PROTECTION AGENCY, THE U.S. DEPARTMENT OF THE INTERIOR FISH AND WILDLIFE SERVICE, AND THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION, AND WITH THE STATE OF VERMONT

THIS MATTER having been opened to the Court by Riker, Danzig, Scherer, Hyland & Perretti LLP, Dewey & LeBoeuf LLP and Arnold & Porter LLP, co counsel to G-I Holdings Inc. ("G-I" or the "Debtor"), upon the Motion of G-I Holdings Inc. for an Order Pursuant to Bankruptcy Rule 9019(a) Approving Settlement with the United States, on behalf of the U.S. Environmental Protection Agency, the Department of the Interior Fish and Wildlife Service, and the National Oceanic and Atmospheric Administration (the "United States"), and with the State of Vermont (the "Motion"), and the Court having reviewed the Motion, and it appearing that:

(i) the United States and Vermont have filed proofs of claim in G-I's bankruptcy proceeding asserting monetary claims against G-I in excess of $385 million;

(ii) the United States has initiated an Adversary Proceeding against G-I seeking injunctive relief requiring G-I to address environmental conditions at the Vermont Asbestos Group Site ("the Adversary Proceeding") and alleges that G-I's asserted liability for injunctive relief is not a claim that is subject to the automatic stay or dischargeable in G-I's bankruptcy proceeding;

(iii) G-I would dispute the amount of the United States' and Vermont's monetary proofs of claim and denies that it is liable for injunctive relief at the Vermont Asbestos Group Site;

(iv) based on the facts set forth in the Motion and in the accompanying Declaration of Celeste Wills, the proposed settlement, as set forth in the proposed Consent Decree and

In re G-I Holdings Inc., et al.
CASE NOS. 01-30135(RG) AND 01-38790(RG) (JOINTLY ADMINISTERED)

ORDER PURSUANT TO BANKRUPTCY RULE 9019(a) APPROVING SETTLEMENT WITH THE UNITED STATES, ON BEHALF OF THE U.S. ENVIRONMENTAL PROTECTION AGENCY, THE U.S. DEPARTMENT OF THE INTERIOR FISH AND WILDLIFE SERVICE, AND THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION, AND WITH THE STATE OF VERMONT

Settlement Agreement between G-I and the United States and Vermont (the "Consent Decree"), (a) is fair and is within the range of reasonableness, (b) was negotiated in good faith and at arm's-length, and (c) is in the best interest of the Debtor's bankruptcy estate;

and for good cause shown,

THE COURT ORDERS THAT:

1. The Motion be, and hereby is, APPROVED.

2. G-I be, and hereby is, AUTHORIZED to execute any documents necessary to effectuate the settlement, including the Consent Decree and the Custodial Trust Agreement in the form attached to the Consent Decree.

3. G-I be, and hereby is, AUTHORIZED to make certain expenditures as set forth in the Consent Decree, not to exceed $450,000, before the Effective Date of G-I's Plan of Reorganization.

4. Debtor's counsel be, and hereby is, DIRECTED to serve a true copy of this Order upon the Office of the United States Trustee, the United States, the State of Vermont, and the Core Service List within seven days after its receipt of an entered copy of this Order.

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